City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, November 14, 2023

6:00 PM

Cocoa City Council Chambers

City Council

I. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-718 Approve the November 14, 2023 Regular City Council meeting agenda as written or with amendments.

Attachments: 11-14-23 Short Agenda.pdf

MINUTES:

II.2(a) 23-717 Approval of the September 12, 2023 Regular City Council meeting minutes as written or with amendments.

Attachments: 09-12-2023 Minutes ADA.pdf
Exhibit A - FY24 Budget Presentation - 1st Public Hearing.pdf
Exhibit B - Form 8B Michael Blake.pdf

II.2(b) 23-719 Approve the September 26, 2023 Regular City Council meeting minutes as written or with amendments.

Attachments: 09-26-2023 Minutes ADA.pdf
Exhibit A: FY24 Budget Presentation – 2nd Public Hearing.pdf

III. AWARDS AND PRESENTATIONS:

III.1 23-699 Proclamation: Proclaiming the City's Support for its Sister City, Beit Shemesh, Israel.

Attachments: Beit Shemesh Proclamation 2023.pdf.pdf

III.2 23-700 Historic Cocoa Village Main Street Presents Hot Cocoa Holidays.

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 23-629 Approve a Resolution Amending the FY2024 Budget, BAF#24-011-A to fund the Stradley Park Project. Authorize the City Manager to Approve a Task Order/Purchase Order to W&J Construction Corporation utilizing the existing Piggy-back contract for Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025 for the Guaranteed Maximum Price (GMP) of $621,637 for improvements to the Football Field at Don "Mo" Stradley Memorial Park. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Order not to exceed $60,000.

Attachments:
- TO-W&J 2024-02 $621,637.00- PW.pdf
- BAF 24-011-A-PW-AFBP21 Stradley Park (11-14-23)-Agenda 23-639.pdf
- Budget Resolution FY 2023-131 ADA Compliant.docx
- Construction Contingency Resolution.docx
- Standard Piggyback Contract - Fully Executed.pdf
- Stradley Park GMP.pdf
- Piggyback Rider Stradley Park v2 - WJsigned.pdf

V.2 23-658 Approve Participation in Cooperative Purchasing Agreements for the Purchase of Vehicles and the associated options and equipment for FY-2024 Utilizing Sourcewell Contracts 2024 091521-NAF&06, 060920-ATC and Florida State DMS PA 25100000-23-STC; Approve a Resolution Amending the FY24 Budget BAF#24-016-A for the additional cost of one vehicle and the FY23 Vehicle Budget Roll for unencumbered funds, and Authorize City Manager to execute Purchase Orders to Contract Dealers.

Attachments:
- Budget Resolution FY 2023-132 ADA Compliant.docx
- BAF-24-016-A-PW-FY24 & FY23 Vehicles (11-14-23) Agenda 23-658.pdf
- Autocar Contract 060920.pdf
- City of Cocoa DOT 9193.pdf
- Step One Automotive dba Ford Crestview.pdf
- National Auto Fleet Contract 091521.pdf
- NJPA-COCOA, CITY OF-32014_45951-1_Quote 4010 TRUCK 4X4.pdf
- NJPA-COCOA, CITY OF-45967-Quote-1 2100 CPD TRUCK 4X4.pdf
- NJPA-COCOA, CITY OF-45981-ATT 4010 ADMIN TOY CAM.pdf
- NJPA-COCOA, CITY OF-46523-Quote-4 3540 SERVICE TRUCK.PDF
- NJPA-COCOA, CITY OF-48900-Quote-1 3560 AERIAL BUCKET.pdf
- NJPA-COCOA, CITY OF-49260-Quote-1 4055 Crew Cab 4X4.PDF
- NJPA-COCOA, CITY OF-49267-Quote-1 3520 TRUCK LANDSCAPE.pdf
- NJPA-COCOA, CITY OF-F2A 600A_45953-1_Quote 4025 F250 UTILITY.pdf
- NJPA-COCOA, CITY OF-F4G 650A_45982-1_Quote 4025 F450 UTILITY w AU
- NJPA-COCOA, CITY OF-K7B_45948-2_Quote 2100 3 EA SUV.pdf
- NJPA-COCOA, CITY OF-K7B_45971-1_Quote 4120 SUV.pdf
- NJPA-COCOA, CITY OF-W4G 650A_45976-1_Quote 3570 TRUCK CREW CAI
- NJPA-COCOA, CITY OF-W8E 100A 993_45956-2_Quote 1515 MAVICK HYBR
- NJPA_COCOA CITY OF_49935_Quote_4 1515 M-HYBRID.pdf
- NJPA-COCOA CITY OF-W5H 660A_45968-1_Quote 2100 BRUSH TRUCK.pdf
- STEPONE 2023 MAVERICK FWD XLT HYBRID QUOTE PDF.pdf
- agenda file 2023a.docx

V.3 23-713 Approve Utilities Easements with Brightline Trains Florida, LLC and Mountain Cove Homes at Lakes at Cocoa Grove, LLC

Attachments:
- Final-Brightline-City of Cocoa Water & Sewer Easement (South of SR 528).pdf
- Final-Mountain Cove to City of Cocoa Water_Sewer Easement (North of SR 52

MULTI-YEAR CONTRACTS:

V.4(b) 23-628

Approval to enter into a multi-year agreement with Brevard County regarding the Public Safety Radio System Annual User Agreement and the City of Cocoa for radio system services.

Attachments:
FY24-RadioBackboneFees.pdf
CiRates-FY24.pdf
PS Radio Agreement with County (Cocoa Revised CLEAN).docx

V.5(b) 23-645

Approve Participation in a Multi-Year Piggy-Back Agreement with Inliner Solutions for Cured in Place Pipe Lining Utilizing Volusia County's Contract # 22-B-41HO Effective November 14, 2023 through September 19, 2025. Authorize the City Manager to Approve a Task Order/Purchase Order to Inliner Solutions utilizing this piggy-back contract for Cured in Place Pipe Lining for $155,095 for 1,252 linear feet of pipe lining. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $4,905.

Attachments:
102423 - Inliner Solutions - $155,095.pdf
Construction Contingency Resolution.docx
Volusa County Stormwater Master Agreement 4140 (003).pdf
Volusia County Contract Award 22-B-41HO; Recommendation of Award Volusia
PARTIALLY EXECUTED Standard Form for Piggyback Contract No 22-B-41HO
SIGNED E-verify Affidavit.pdf

V.6(b) 23-676

To Approve a Resolution Amending the FY2024 Budget, BAF No. 24-021-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, 2024

Attachments:
E-Verify Contractor Affidavit.pdf
Executed Amendment 3- Vortex Services, LLC.pdf
FULLY EXECUTED 1st 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
Price List TP07-18 HGAC Contract (Votrex) - June 2018.pdf
TP07-18 Updated HGAC Contract (Votrex) - June 2018.pdf
Vortex COI Exp 12-11-23.pdf
Vortex Proposal - 2324668 - FY24 MH Rehab Combined 10.10.23.pdf
Budget Resolution FY 2023-133 (Vortex Agenda 23-676).docx
BAF 24-021-IFT-UT-FND VORTEX MANHOLE LINING (11-14-23) AGENDA 23

V.7(b) 23-678 To Approve the Insituform Technologies, LLC Proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024

Attachments:
- Insituform Proposal - City of Cocoa FY24 Sanitary - CIPP Project.pdf
- 02_14_2023 Piggyback Contract.pdf
- CCUA Bid Documents and Specs.pdf
- ITB 18-19-A7 Sewer Wetwell and Manhole Insituform Second Renewal Fully Ex
- ITB 18-19-A7 Pricing Sewer Wetwell and Manhole Insituform.pdf
- CCUA Fully Executed Contract.pdf
- Insituform COI Exp 7-1-24.pdf

V.8(b) 23-721 Approve an Amendment of a multi-year piggyback agreement for Surveying Services with Southeastern Surveying and Mapping Corp., based on the City of St. Cloud contract RFQ 2022-032. Authorize the City Manager to approve amendment or extensions to the agreement effective on June 29, 2023, and renew upon expiration of the initial term on September 30, 2023, through September 16, 2025. Authorize the City Manager to Adjust the FY24 Budget and approve Purchase Orders as needed, and within his Authority.

Attachments:
- Fully Executed Agreement - Southeastern Surveying and Maping Corp..pdf
- PARTIALLY EXECUTED 1st Amendment_Southeastern Surveying and Mappin
- E-Verify Contractor Affidavit.pdf
- FULLY EXECUTED Standard Form for Piggyback Contract No. RFQ 2022-032.

VI. PUBLIC HEARINGS:

VI.1 23-715 Pass on **SECOND READING** Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23).

Attachments:
- Ordinance 17-2023.pdf
- Exhibit A - 915 Location Map.pdf
- Exhibit B - 915 FLU Map.pdf
- Exhibit C - Proposed 915 Florida FLU Map.pdf
- Exhibit D - Proposed Regulating Map.pdf
- Exhibit E - Excerpts of 2022 CRA Plan 1.pdf
- Exhibit F - Letter Brevard Schhols 915 Florida.pdf
- Order_Confirmation_Liners - 2023-11-06T174129.857.pdf

VI.2 23-723 Approval of a Final Subdivision Plat known as Adamson Creek Phase Two consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions.

Attachments:
- Adamson Cree Phase 2 - CITY-FINAL PLAT_11-01-2023.pdf
- Exhibit A - AC Ph2 Location Map.pdf
- Exhibit B - Engineer Opinion of Cost_Perf Bond_Subdivion_2023-11-08.pdf
- Exhibit C - Engineer Opinion of Cost_Perf Bond_Amenities_2023-11-08.pdf
- Exhibit Conservation Area Map.pdf
- Exhibit D - PH2-Original Performance Bond Cost Cert.pdf
- Exhibit E Legal Ad.pdf

VII. COUNCIL BUSINESS:

VII.1 23-682 Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave,(CE-12-234) be reduced to $1,200.03 as recommended by the Code Enforcement Board

Attachments:
Appl 411 Thomas12-234.pdf
BCPAO.pdf
2021 Tax Cert..pdf
2022 Tax Cert.pdf
RegAgt.pdf
NOV.pdf
Board Order.pdf
NOH.pdf
Order Imposing.pdf
Cost Aff -411.xlsx
LR Staff Report.docx

VII.2 23-683 Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave, (CE-20-708) be reduced to $2,317.19 as recommended by the Code Enforcement Board.

Attachments:
LR Appl CE-20-708.pdf
BCPAO.pdf
2021 Tax Cert..pdf
2022 Tax Cert.pdf
LLC paperwork.pdf
IRL.docx
NOV .docx
FNOV.docx
NOH.docx
NOHNC.docx
Board Order CE-20-708.docx
Order Imposing .pdf
Cost Aff -411(2).xlsx
LR Staff Report.docx

VII.3 23-684 Approval of the requested street closure outside the CBD for the Moore Center Centennial Celebration on December 2, 2023.

Attachments:
Road Closure.JPG

VII.4 23-712 Consider the appointment of Melissa Acosta-Bonilla, Dik Muller and/or Josue Otero to fill the vacancy of an unexpired Regular member term as well as the 1st Alternate member seat on the Code Enforcement Board.

Attachments: Melissa Acosta-Bonilla Application.pdf
Dik Muller Application.pdf
Josue Otero Application.pdf
Code Enforcement Roster.pdf

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 23-687 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Orders-CM Authorized September 2023.pdf

IX.2 23-688 FY 2023 September Budget Adjustment Report

Attachments: FY 2023 REVENUE Budget Tracking Worksheet-2023-09.pdf
FY 2023 EXPENSE Budget Tracking Worksheet-2023-09.pdf

IX.3 23-689 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report September 2023.pdf

IX.4 23-708 City Council Bi-Weekly Report (October 20 - November 9, 2023)

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, Interim 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=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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

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

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

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

Legislation Details (With Text)

File #:	23-718	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/8/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Approve the November 14, 2023 Regular City Council meeting agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-14-23 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2023
Agenda Date: November 14, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve the November 14, 2023 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

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RECOMMENDED MOTION:

Approve the November 14, 2023 Regular City Council meeting agenda as written or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: November 14, 2023
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 November 14, 2023. (23-718).

2. Minutes: (a) Regular Meeting of September 12, 2023. (23-717).
(b) Regular Meeting of September 26, 2023. (23-719).

III. Awards and Presentations:

1. Proclaiming the City's Support for its Sister City, Beit Shemesh, Israel. (23-699).

2. Historic Cocoa Village Main Street Presents Hot Cocoa Holidays. (23-700).

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. Approve a Resolution Amending the FY2024 Budget, BAF#24-011-A to fund the Stradley Park Project. Authorize the City Manager to Approve a Task Order/Purchase Order to W&J Construction Corporation utilizing the existing Piggy-back contract for Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025 for the Guaranteed Maximum Price (GMP) of $621,637 for improvements to the Football Field at Don "Mo" Stradley Memorial Park. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Order not to exceed $60,000. (23-629). (Interim Public Works Director)

2. Approve Participation in Cooperative Purchasing Agreements for the Purchase of Vehicles and the associated options and equipment for FY-2024 Utilizing Sourcewell Contracts 2024 091521-NAF&06, 060920-ATC and Florida State DMS PA 25100000-23-STC; Approve a Resolution Amending the FY24 Budget BAF#24-016-A for the additional cost of one vehicle and the FY23 Vehicle Budget Roll for unencumbered funds, and Authorize City Manager to execute Purchase Orders to Contract Dealers. (23-658). (Interim Public Works Director)

3. Approve Utilities Easements with Brightline Trains Florida, LLC and Mountain Cove Homes at Lakes at Cocoa Grove, LLC. (23-713). (City Attorney)

(B) Multi-Year Contracts:

4. Approval to enter into a multi-year agreement with Brevard County regarding the Public Safety Radio System Annual User Agreement and the City of Cocoa for radio system services. (23-628). (Fire Chief)

5. Approve Participation in a Multi-Year Piggy-Back Agreement with Inliner Solutions for Cured in Place Pipe Lining Utilizing Volusia County's Contract # 22-B-41HO Effective November 14, 2023 through September 19, 2025. Authorize the City

Manager to Approve a Task Order/Purchase Order to Inliner Solutions utilizing this piggy-back contract for Cured in Place Pipe Lining for $155,095 for 1,252 linear feet of pipe lining. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $4,905. (23-645). (Interim Public Works Director)

6. To Approve a Resolution Amending the FY2024 Budget, BAF No. 24-021-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, 2024. (23-676). (Utilities Director)

7. To Approve the Insituform Technologies, LLC Proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024. (23-678). (Utilities Director)

8. Approve an Amendment of a multi-year piggyback agreement for Surveying Services with Southeastern Surveying and Mapping Corp., based on the City of St. Cloud contract RFQ 2022-032. Authorize the City Manager to approve amendment or extensions to the agreement effective on June 29, 2023, and renew upon expiration of the initial term on September 30, 2023, through September 16, 2025. Authorize the City Manager to Adjust the FY24 Budget and approve Purchase Orders as needed, and within his Authority. (23-721). (City Manager)

VI. Public Hearings:

1. Pass on SECOND READING Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23). (23-715). (City Planner)

2. Approval of a Final Subdivision Plat known as Adamson Creek Phase Two consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions. (23-723). (City Manager)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave,(CE-12-234) be reduced to $1,200.03 as recommended by the Code Enforcement Board. (23-682). (Police Chief)

2. Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave, (CE-20-708) be reduced to $2,317.19 as recommended by the Code Enforcement Board. (23-683). (Police Chief)

3. Approval of the requested street closure outside the CBD for the Moore Center Centennial Celebration on December 2, 2023. (23-684). (Director of Comm. & ED Development)

4. Consider the appointment of Melissa Acosta-Bonilla, Dik Muller and/or Josue Otero to fill the vacancy of an unexpired Regular member term as well as the 1st Alternate member seat on the Code Enforcement Board. (23-712). (Administrative Services Director)

VIII. City Business:

IX. Informational Agenda:

1. Report of 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. (23-687). (Finance Director)

2. FY 2023 September Budget Adjustment Report. (23-688). (Finance Director)

3. City Council data showing the relation between the estimated and actual income and expenses to date. (23-689). (Finance Director)

4. City Council Bi-Weekly Report (October 20 - November 9, 2023). (23-708). (City Manager)

X. Reports:

XI. Adjournment:

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(1) https://tinyurl.com/s5e875r or

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2023
Agenda Date: November 14, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through:
Requested Action:
Approval of the September 12, 2023 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approval of the September 12, 2023 Regular City Council meeting minutes as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

September 12, 2023

A Regular City Council Meeting was held on Tuesday, September 12, 2023, 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 6:01 p.m.

Deputy Mayor Hearn provided the invocation and Councilmember Dyal led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Interim City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; Gail Bantugan, Leisure Services Manager; Lisa Richardson, Help Desk Support Tech; and Jason Dowty, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 12, 2023. (23-552)

2. Minutes: Regular Meeting of August 8, 2023 (23-553)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to approve the agenda for the Regular meeting of September 12, 2023 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED (5-0)

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve the minutes for the Regular meeting of August 8, 2023 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

IV. Delegations:

Ms. Dina Rider-Hicks, from Waste Management, shared a public announcement for residential yard waste collection. She shared that all small branches, leaves and grasses must be in residents' yard waste cart. The only loose piles on the ground should be large, loose piles that are 3 cubic feet or larger and require a clam truck to be picked up.

Residents should contact the City's Public Works Department to schedule large, loose clam yard waste piles for service. Additionally, the City will be pushing out a mailer to Cocoa residents with this information.

Anita Gibson, 451 Stone St., Cocoa, has two issues that she would like to have addressed. The first issue is at her residence. There is debris growing out of the top of her house and her foundation. She is not sure who to contact about it.

Her second issue is in regard to her disabled brother's house located at 1143 Grove Ave. in Cocoa. A 15-year-old drove his car into the house and she has not had any luck getting in touch with anyone to come out and look at the damage.

She asked if someone could reach out to her and give her some contact information on other agencies she can contact.

Marisol Lanza, 436 Satsuma St., Cocoa, has an issue with the lighting in her neighborhood. She's reached out to FPL who has told her there are no issues with the light and although there are no electrical issues with the light she knows someone is messing with it because it goes on and off.

Additionally, there are squatters living at 315 Davis St. and it is unsafe.

She also pointed out that drugs are being sold in front of Joe Lee Smith Park and the issue is getting so out of hand that her new neighbors have already moved out of their home.

Brenda Fox, 1110 Abington St., Cocoa, received an email talking about the increase of the millage rate and she wanted to know the reasons for the increase. In response, Mayor Blake pointed out that her concerns will be addressed under the first Public Hearing item of this evening.

Representatives of Cocoa Youth Athletics, including Rashad Williams and Alicia Phillips, spoke about improvements needed at Stradley park and shared pictures. They explained that there are environmental and emergency hazards and issues with the restrooms. Additionally, the parking lot and field is overflowing and the concession stand is outdated. They asked the City for help with improvements.

In response, Councilmember Goins and Deputy Mayor Hearn wished to address the exit on the east side of the park. Deputy Mayor Hearn noted that there are other means of egress at Stradley Park and he has made a few phone calls as there are emergency hazards that need to be addressed. He has reached out to Fire Chief Lamm as well to inquire about getting keys to the gate so emergency vehicles can get in and out.

Councilmember Goins asked, with the consent of Council, to send an email to the County to request access to the gate on game days as this has been an ongoing issue for a long time.

Additionally, Councilmember Goins wished to talk about the other improvements they are requesting. He wanted to state, for the record, what the City has done to help fund improvements. The City has allocated $1.4 million dollars to help fix the

park. He also feels that improvements should not begin construction while the game season is going on and the projects should wait until the season is over.

In regard to the bathroom situation, he understands the existing bathrooms will not satisfy the needs of all the people visiting the park, however he has made a phone call to place an inquiry on other options, including portable bathrooms. Although he recognizes they need a more permanent solution, the City cannot fix the problem today. A conversation may need to be held in conjunction with the County to talk about a more permanent solution and who is going to fund that in the future.

Councilmember Koss asked if they can use their Council allowance for non-profit organizations to fund their portable bathrooms. In response, Ms. Gemmati explained that the donation policy states that they can only donate once per organization per year.

Mayor Blake suggested using $1,000 from the museum funding.

Councilmember Dyal suggested using money from the Sustainability fund as this money will be used to sustain the park.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to donate up to $1,000 dollars from the Sustainability fund to pay for the portable bathrooms for the remaining game(s) at Stradley Park.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Aleck Greenwood, 640 Brevard Ave., Cocoa, suggested using the late fees collected from the water department for the portable bathrooms at Stradley Park. In response, City Manager Whitten stated that those funds cannot be used for this purpose.

Mr. Greenwood also wished to address comments made at the last Council meeting. He talked about the increase of taxes and the issue he has with one of the Councilmembers voting against it. There were statements made that are not true and he wished to clarify the truth.

Councilmember Koss noted that she has a right to represent her constituents and her constituent’s opinions and represent them accordingly. She added that she is

all for development as long as it is smart growth. She talked about high hazard surge areas in the city and pointed out that this is something the city needs to be more aware of in the future.

V. Consent Agenda:

(A) General Consent Items:

1. To Approve Task Order No. 2024-35 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 2024 Budget. (23-478). (Utilities Director)

2. To Approve Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2024 Budget. (23-491). (Utilities Director)

3. Approve Task Order 2024-37 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2024-36 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2024 Budget. (23-506). (Utilities Director)

4. Approve the revised collective bargaining agreement between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) dated October 1, 2021 to September 30, 2024, amending Article 28 Wages for Fiscal Year 2024. (23-512). (Administrative Services Director)

5. Approve the revised collective bargaining agreement between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, amending Article 29 Wages for Fiscal Year 2024. (23-518). (Administrative Services Director)

6. To Approve a Resolution Amending the FY23 Budget (BAF#23-111-T) in the amount of $340,000.00. (23-523). (Utilities Director)

7. To Approve Addendum #1 to Task Order 2023-26 (TO 2023-26.1) with Jacobs Engineering for additional utility support related to cost estimating of customer connections to the city water and sewer system, Project No. WS1221. (23-525). (Utilities Director)

8. Approve a Resolution Amending the FY23 Budget, BAF#23-113-T and Approve a Change Order of $25,000 for PO# 80367 for Fisher and Phillips, LLP., related to legal fees. (23-528). (Administrative Services Director)

9. To Approve Task Order Amendment 2021-01.2 with Danus Utilities, Inc. for the S.R. 528 Force Main Relocation Work, Project No. WS21FM, and Approve a Resolution Amending the FY23 Budget, BAF#23-119-T in the amount of $7,361. (23-533). (Utilities Director)

10. Approval to dissolve the City of Cocoa Employee Sick Leave Bank and return sick leave accrual hours to the 65 current members. (23-534). (Administrative Services Director)

11. Authorize the City Manager to renew a maintenance agreement to provide critical IT infrastructure, pending the Adoption of the FY24 Budget. (23-543). (Chief Technology Officer)

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

(B) Multi-Year Contracts:

12. Approve Participation in a Multi-Year Piggy-Back Agreement with W&J Construction Corporation for Construction Manager at Risk Services Utilizing Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025; Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract. Approve a Resolution Amending the FY23 Budget, BAF#23-115-A to Fund the Project and Grant the City Manager the Authority to Adjust Account Lines with the Schedule of Values. Authorize the City Manager to Approve a Task Order & Purchase Order to W&J Construction Corporation for the Guaranteed Maximum Price (GMP) of $1,889,004. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Orders not to exceed $80,000. (23-431). (Interim Public Works Director)

13. Approve Multi-Year Piggyback agreements for Fire Equipment sales, service, and supplies with Ten-8 Fire and Safety LLC, Technical Rescue.com, North American Fire Equipment Company(NAFECO), Municipal Equipment Company LLC, Municipal Emergency Services(MES) Inc, Medline Industries Inc, Life-Assist Inc, Henry Schein, Fisher Scientific Company, Bennett Fire Products Company, and All Safe Industries utilizing the Lake County contract awards #22-730A to 22-730K through July 31, 2025, Authorize the City Manager to execute amendments and extensions. (23-468). (Fire Chief)

14. To Approve Multi-Year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR). (23-488). (Utilities Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct a Public Hearing on the Tentative Millage Rate and Tentative FY24 Budget and Adopt Resolution No. 2023-093 adopting a tentative millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024; Adopt Resolution No. 2023-094 adopting the FY2024 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024. (23-526). (Finance Director)

Ms. Bowman provided a budget presentation[1]. She shared the TRIM process and the objectives for the public hearing.

Comparative city rates and Ad Valorem Revenue were shared for FY24. Ms. Bowman discussed substantive issues such as what the total FY24 budget is, what the General Fund Revenue is, including a millage rate increase of 0.50 which is a 19.3% increase over the rolled-back rate. She explained that the increase was needed to fund public safety salaries and benefits, mandatory or critical capital equipment, the maintenance of essential services and to absorb inflationary costs.

[1] Exhibit A: FY24 Budget Presentation - 1st Public Hearing

City Manager Whitten talked about the various home exemptions such as senior exemptions, teacher exemptions, military exemptions and widower exemptions in addition to the Save Our Homes program.

City Manager Whitten also explained what the rolled-back rate is and noted that TRIM (Truth in Millage) and the Florida statute requires the rolled-back rate be presented as part of this public hearing.

Deputy Mayor Hearn shared that while he pays property taxes with no exemptions, he is also a first responder and understands the tax increase. The city can no longer skirt the pay increases for our first responders as we have to remain competitive with the surrounding cities in order to retain our public safety officers.

Additionally, he added that this does not mean that taxes will be increased every year, as Council has voted to keep it the same in the past, however it is needed this year.

Mayor Blake opened the hearing to the public.

Sara Ann Conkling, 1305 S. Lakemont Dr., Cocoa, asked about per capita. She shared that she will enthusiastically support the increase of taxes to support the increase of City employee salaries if citizens will be granted the assurance that they will be receiving the best service. If a citizen calls any department, they should reach a person and not voicemail. Police and Fire officers should serve the community without prejudice and fairness and if not, they should be weeded out.

She reiterated that if citizens can be assured that they will be given the best service than she is in support of this increase.

Mayor Blake talked about what tax increases pay for. He reminded everyone that the City saved and supported Save-A-Lot which provided a grocery store to a community that needed it the most. He mentioned the Brevard Museum which is a free amenity to the public. Additionally, he discussed the UpStart Cocoa program, the Beautification Grant programs, affordable housing and other programs the City supports and offers financial support to for Cocoa citizens.

Brenda Fox thanked staff for the information provided as she did not understand the process before but she does now. She suggested that the City also consider offering some sort of skill trade or institution to its citizens that will provide physical bodies over AI technology.

Jennifer Kenny, 1917 Quail Ridge Ct., Cocoa, spoke in favor of the millage increase. She appreciates knowing that the City of Cocoa has its own Fire and Police Department and she is grateful for that. For an extra $49 a year in tax

increases, she can sleep peacefully knowing that local public service is being provided. She thanked staff for all of their hard work.

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

Councilmember Koss wished to explain her stance as to why she is voting against the increase and provided her reasoning.

Councilmember Dyal reiterated that although the City is moving in the right direction, we are behind in growth and development and also need to remain competitive with other city staff salaries which is why he is in support of the tax increase.

Ms. Bowman shared a public announcement, noting that the City of Cocoa is the taxing authority, the rolled-back rate is 5.8285, the millage rate of 6.9532 is a tax increase of 19.3% as a percent change of the rolled-back rate and the millage rate to be levied is 6.9532 which is 7.7% over the adopted FY23 millage rate.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to Adopt Resolution No. 2023-093 adopting a tentative millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

Ms. Bowman talked about the FY24 tentative budget and provided a General Fund overview. She explained the General Fund revenues by funding source and the tentative budget General Fund by department.

After reviewing the City's tentative budget information, City Manager Whitten elaborated on why the City cannot solely rely on new construction revenue without increasing taxes.

Lastly, Ms. Bowman covered an overview of the FY24 Water/Sewer and Stormwater budget.

Mayor Blake opened the hearing to the public.

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

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to Adopt Resolution No. 2023-094 adopting the FY2024 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024, for discussion.**

Councilmember Koss added that a lot has been learned through this process and she thanked staff for the information. She wished there were performance measures in place so the City could monitor growth and know the type of progress that's being made. Nonetheless, the City has been doing a lot of positive things and there are positive things coming in the future.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

It was noted that the Final Hearing to adopt the final millage rate and the FY24 budget will be held at the next City Council meeting on Tuesday, September 26, 2023 at 6pm.

2. Adopt on Second and Final Reading Ordinance 15-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel totaling 6.61 acres from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the condition that the maximum density of the property shall be 4 dwelling units per acre. (23-544). (Community Services Director)

City Attorney Garganese announced that this was the Second and Final Reading of Ordinance 15-2023 and read the title into the record as follows:

Ordinance 15-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 6.61 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF THE INTERSECTION OF NORTH RANGE ROAD AND KATHI KIM STREET, AND WEST OF CLEARLAKE ROAD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY MEDIUM-DENSITY MULTIPLE-FAMILY RESIDENTIAL (RU-2-10) TO CITY OF COCOA MULTIPLE-FAMILY DWELLING

(RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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 Dyal; Seconded by Councilmember Goins, to approve Ordinance 15-2023 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Adopt on Second and Final Reading Ordinance 16-2023 of a Land Development Code Amendment to amend the list of permitted uses related to restaurants in the M-2 District. (23-545). (Community Services Director)

City Attorney Garganese announced that this was the Second and Final Reading of Ordinance 16-2023 and read the title into the record as follows:

Ordinance 16-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO RESTAURANTS IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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 Dyal; Seconded by Deputy Mayor Hearn, to approve Ordinance 16-2023 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

4. Adopt on Second and Final Reading Ordinance 18-2023, a Zoning Text Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District and to amend the list of permitted and special exception uses in the South End Subdistrict of the Cocoa Waterfront Overlay District. (23-546). (Community Services Director)

Mayor Blake recused himself from this item due to a personal conflict[2].

City Attorney Garganese announced that this was the Second and Final Reading of Ordinance 18-2023 and read the title into the record as follows:

Ordinance 18-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA FOR THE WATERFRONT OVERLAY DISTRICT, SOUTH END SUBDISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Deputy Mayor Hearn opened the hearing to the public.

Aleck Greenwood, 640 Brevard Ave., shared that he is very much in support of this item as it is a major advantage to the downtown area.

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

Councilmember Koss shared her stance on this item and shared that it gives her less heartburn than the proposed project where the Bank of America is downtown. She explained that she understands value in property as well as walkability and maintaining place.

[2] Mayor Blake submitted Voting Conflict form 8B

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve Ordinance 18-2023 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (3-1)

5. Adopt on Second and Final Reading Ordinance 19-2023, a Zoning Text Amendment regarding height and placement of Visual screens, including fences and walls, for certain residential uses. (23-547). (Community Services Director)

City Attorney Garganese announced that this was the Second and Final Reading of Ordinance 19-2023 and read the title into the record as follows:

Ordinance 19-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA RELATING TO HEIGHT OF VISUAL SCREENS, INCLUDING FENCES AND WALLS, FOR CERTAIN RESIDENTIAL USES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Deputy Mayor Hearn 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 Dyal, to approve Ordinance 19-2023 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Adopt on Second and Final Reading of Ordinance 07-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category and to provide the Institutional Zoning District as an allowable Zoning District in multiple Future Land Use categories. (23-548). (Community Services Director)

City Attorney Garganese announced that this was the Second and Final Reading of Ordinance 07-2023 and read the title into the record as follows:

Ordinance 07-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

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 Dyal; Seconded by Mayor Blake, to approve Ordinance 07-2023 on Second and Final Reading, for discussion.**

Councilmember Koss shared that she voted against this item on the 1st Reading but would like further clarification. In response, City Manager Whitten explained that Matthew's Hope is not requesting to change the zoning on the entire property, only a section of it for transitional housing.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Adopt on Second and Final Reading Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment to the Transportation Element and Capital Improvements Element, removing minimum level of service standards for State Road 524. (23-549). (Community Services Director)

City Attorney Garganese announced that this was the Second and Final Reading of Ordinance 14-2023 and read the title into the record as follows:

Ordinance 14-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT TO THE TRANSPORTATION ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT REMOVING MINIMUM LEVEL OF SERVICE STANDARDS FOR STATE ROAD 524; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

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

Councilmember Koss shared that she is in support of this although the level of service is dropping, but she understands it will decrease regardless. The upside is that this will help to expedite the process.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Ordinance 14-2023 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Council authorization to hold a community meeting to discuss the ongoing challenges at Gilmore Family Park on Prospect Avenue and potential opportunities for the parcel. (23-554). (Community Services Director)

Councilmember Goins shared that issues have been going on at this park for quite some time and the Police Department has been trying to keep it under control, however there is a homeless situation as well as a drug problem there. He does not want to make a decision on this without gathering the community's input, especially from the citizens that live around that area.

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn, to authorize a community meeting at the Cocoa Armory to discuss the ongoing**

challenges at Gilmore Family Park on Prospect Avenue and potential opportunities for the parcel.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Hearn asked Council for a consensus to direct staff to inquire about acquiring the property neighboring Gilmore Park. Consensus was given by Council.

VIII. City Business:

1. To Approve a Resolution Amending the FY23 Budget (BAF#23-110-ITF) in the amount of $60,000.00; To Approve the Corresponding Change Order #1 for P.O. 80244 with Connect Consulting, Inc. in the Amount of $60,000.00. (23-522). (Utilities Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. City Council update about Budget Adjustment #23-116-A, for the waterfront demolition from Hurricanes Ian and Nicole. (23-537). (Interim Public Works Director)

2. City Council Bi-Weekly Report, August 18 - September 7, 2023. (23-551). (City Manager)

X. Reports:

Deputy Mayor Hearn promoted the Fire Department’s Breast Cancer Awareness t-shirts and noted that one of the City’s own firefighters is battling a fight of her own

and there is a GoFund me page if anyone is interested in contributing or if they'd like to show their support by purchasing a t-shirt.

Secondly, he shared there is a Walk to End Alzheimer's at Riverfront Park on Saturday, September 23rd at 9am.

Councilmember Goins shared some photos of recent events he attended at Emma Jewel Charter Academy, Space Coast Black Chamber of Commerce and Hey, Blue!

He shared a photo of the landscaping at Gilmore Park as an example of overgrown grass that is not being maintained and hopes a conversation can be had about keeping these areas under control as there are several others in Cocoa.

Mayor Blake asked each member of Council to put together a list of priorities for their district to submit to the Space Coast League of Cities by October.

Additionally, he shared photos from the Swearing-In Ceremony of Ivan Rodriquez, the Space Coast League of Cities Dinner, Emma Jewel Charter Academy, and the Elks Lodge sponsorship event that was held over the weekend.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of September 12, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:54 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Interim City Clerk

Exhibit A

FY 2024 Budget Presentation



1st Public Hearing
September 12, 2023

TRIM (Truth in Millage) Process

COCOA
FLORIDA

❑Step 1

Adopt the FY 2024 City of Cocoa Tentative Millage Rate

Note: The tentative millage rate cannot exceed the millage rate of 6.9532 approved by City Council on July 25, 2023, by a (4-1) vote.

The FY 2024 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 2024 City of Cocoa Tentative Budget

Objectives of this Public Hearing

COCOA
FLORIDA

- Adopt a Tentative Millage Rate for FY 2024
- Adopt a Tentative Budget for FY 2024
- Set 2nd Public Hearing – September 26, 2023 at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

The City must have a balanced budget by October 1, 2023



FY 2024 Comparative City Rates

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed	Ad Valorem Taxes
1	Satellite Beach	8.2312	7.5243	8.2000	$11,673,563
2	Palm Bay	7.5995	6.8183	7.5995	$55,922,326
3	**Cocoa**	**6.4532**	**5.8285**	**6.9532**	**$10,642,032**
4	Titusville	6.9812	6.3521	6.7945	$20,586,748
5	Melbourne	6.7490	6.1805	6.5466	$47,887,853
6	Cocoa Beach	6.1644	5.6338	6.1644	$16,100,474
7	Indialantic	5.9475	5.4381	5.9810	$3,585,862
8	Rockledge	5.8200	5.2953	5.5500	$12,198,075
9	Indian Harbor Beach	5.5628	5.1104	5.5449	$7,024,792
10	Melbourne Beach	4.5800	4.1756	4.5700	$2,685,662

FY 2024 Comparative City Ad Valorem Revenue

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed	Ad Valorem Taxes
1	Palm Bay	7.5995	6.8183	7.5995	$55,922,326
2	Melbourne	6.7490	6.1805	6.5466	$47,887,853
3	Titusville	6.9812	6.3521	6.7945	$20,586,748
4	Cocoa Beach	6.1644	5.6338	6.1644	$16,100,474
5	Rockledge	5.8200	5.2953	5.5500	$12,198,075
6	Satellite Beach	8.2312	7.5243	8.2000	$11,673,563
7	**Cocoa**	**6.4532**	**5.8285**	**6.9532**	**$10,642,032**
*8	Indian Harbor Beach	5.5628	5.1104	5.5449	$7,024,792
*9	Indialantic	5.9475	5.4381	5.9810	$3,585,862
*10	Melbourne Beach	4.5800	4.1756	4.5700	$2,685,662

*Brevard County provides all or some Public Safety Services

Substantive Issues to Discuss

COCOA
FLORIDA

- ✓Total FY 2024 Budget is $168,949,095
- ✓General Fund Revenue is $49,685,460
- ✓The General Fund Budget includes a millage rate increase of 0.50
- ✓This is a 19.3% increase over rolled-back rate
- ✓This increase was needed to fund:
    - Public Safety 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 5.8285
- ✓The millage rate of 6.9532 is a tax increase of 19.3% as a percent change of the rolled- back rate
- ✓The millage rate to be levied is 6.9532 which is 7.7% over the adopted FY2023 millage rate

Millage Rate Adoption

COCOA
FLORIDA

Requested Action:

Approve Resolution No. 2023-093, adopting the tentative millage rate of 6.9532 mills. for the City of Cocoa, commencing on October 1, 2023, and ending on September 30, 2024.



FY 2024 Tentative Budget



COCOA FLORIDA

FY 2024 TENTATIVE BUDGET

COCOA
FLORIDA

Fund	FY 2024 Tentative Budget
Water/Sewer	$85,977,433
General	$49,685,460
W/S Renewal and Replacement	$12,846,709
W/S Restricted Assets	$9,210,284
Special Revenue	$4,718,734
Stormwater	$2,193,128
W/S Impact Fees	$1,902,052
Workers Comp	$1,340,569
Debt Service	$1,074,726
TOTAL	**$168,949,095**

FY 2024 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 2024 General Fund Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2024 Tentative Budget	FY 2024 % 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)**	$18,914,673	38%
Taxes (Ad Valorem, Utility Service Tax and Communication Service Tax)	$14,423,032	29%
Charges for Service (Water Billing Services, Garbage Collection Services and Culture/Recreation Fees)	$7,786,730	16%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$5,181,777	10%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,811,703	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$567,545	1%
Total FY 2024 Revenue by Funding Source	**$49,685,460**	**100%**

FY 2024 Tentative Budget
General Fund by Department

COCOA
FLORIDA

General Fund	FY 2023 Adopted Budget	FY 2024 Tentative Budget	Variance	FY 2024 % of Budget
Police	$12,120,906	$13,373,042	$1,252,136	27%
Public Works	$9,290,683	$10,681,569	$1,390,886	21%
Fire	$7,285,476	$8,345,033	$1,059,557	17%
General Operations	$6,290,424	$6,569,730	$279,306	13%
Finance	$3,918,969	$4,116,978	$198,009	8%
Information Technology	$2,500,515	$2,828,454	$327,939	6%
Administrative Services	$1,044,770	$1,132,487	$87,717	2%
City Manager Office	$1,275,623	$1,015,298	($260,325)	2%
Communication/Economic Development	$678,170	$967,782	$289,612	2%
Community Services	$220,293	$238,442	$18,149	0%
City Council	$204,889	$182,908	($21,981)	0%
Emergency Disaster	$0	$233,737	$233,737	0%
TOTAL	**$44,830,718**	**$49,685,460**	**$4,854,742**	**100%**

FY 2024 Water/Sewer Budget Overview



COCOA
FLORIDA

FY 2024 Water/Sewer Revenues

COCOA
FLORIDA

Funding Source	FY 2024 Tentative Budget	FY 2024 % 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)	$77,093,525	90%
Other Non-Revenue (Revenues from Unrestricted Net Position)	$8,316,558	10%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$567,350	1%
Total FY2024 Revenue by Funding Source	**$85,977,433**	**100%**

FY 2024 Tentative Budget Water/Sewer Fund by Division

COCOA
FLORIDA

Water/Sewer Fund	FY 2023 Adopted Budget	FY 2024 Tentative Budget	Variance	FY 2024 % of Budget
Administration (ROI, 6% PILOFF, Overhead Allocation and Debt Service Transfers)	$44,586,591	$44,221,650	($364,941)	51%
Dyal Water Plant	$15,266,057	$16,624,273	$1,358,216	20%
Water Field Operations	$10,123,075	$11,441,410	$1,318,335	13%
Water Reclamation	$3,848,639	$4,100,642	$252,003	5%
Engineering	$3,738,442	$4,256,920	$518,478	5%
Sewer Field Operations	$3,006,283	$3,017,922	$11,639	4%
Utility Support Services	$2,111,472	$2,110,148	($1,324)	2%
Inventory	$145,814	$204,468	$58,654	0%
TOTAL	**$82,826,373**	**$85,977,433**	**$3,151,060**	**100%**

FY 2024 Stormwater Budget Overview



COCOA FLORIDA

FY 2024 Stormwater Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2024 Tentative Budget	FY 2024 % of Budget
Special Assessment	$2,073,634	95%
Tax Certificates	$110,207	5%
Interest	$8,887	0%
Storm Mitigation Application Fee	$400	0%
Total FY 2024 Revenue by Funding Source	**$2,193,128**	**100%**

FY 2024 Stormwater Tentative Budget

COCOA
FLORIDA

Stormwater Fund	FY 2023 Adopted Budget	FY 2024 Tentative Budget	Variance	FY 2024 % of Budget
Personal Services	$673,366	$682,295	$8,929	31%
Operating	$891,266	$965,312	$74,046	44%
Capital	$330,600	$233,018	($97,582)	11%
Other Non-Revenue (Overhead Allocations)	$297,622	$312,503	$14,881	14%
TOTAL	**$2,192,854**	**$2,193,128**	**$274**	**100%**

Public Hearing - Comments

COCOA
FLORIDA



Adopting the FY 2024 Tentative Budget

COCOA
FLORIDA

Requested Action:

• Approve Resolution No. 2023-094 adopting the Fiscal Year 2024 Tentative Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2023, and ending on September 30, 2024.



What's Next…

COCOA
FLORIDA



- **City Council FY 2024 Budget Final Hearing**

- 2nd Final Public Hearing – September 26, 2023 @ 6:00 PM
  - Adopt Final Millage Rate
  - Adopt the FY 2024 Budget



QUESTIONS/CONTACT

Rebecca Bowman, MBA, CGFO, CGFM

Finance Director

BudgetAdministrators@cocoafl.org

www.CocoaFL.gov

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE
Blake, Michael, Curtis	City of Cocoa Council
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
207 Blake Ave	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
Cocoa / Brevard	
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
9/12/23	☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael C. Blake, hereby disclose that on Sept 12, 20 23:

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

___ inured to my special private gain or loss;

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

J inured to the special gain or loss of my relative, Father & Siblings;

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

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

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

They owned property adjacent to the property that is ~~effected~~ affected by the ordinance.

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

9/12/2023
Date Filed

Michael C. Blake
Signature

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

Legislation Details (With Text)

File #:	23-719	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	11/8/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Approve the September 26, 2023 Regular City Council meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-26-2023 Minutes ADA.pdf Exhibit A: FY24 Budget Presentation – 2nd Public Hearing.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2023
Agenda Date: November 14, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through:
Requested Action:
Approve the September 26, 2023 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

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RECOMMENDED MOTION:

Approve the September 26, 2023 Regular City Council meeting minutes as written or with amendments.

powered by Legistar™

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 26, 2023

A Regular City Council Meeting was held on Tuesday, September 26, 2023, 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 6:03 p.m.

Deputy Mayor Hearn provided the invocation and retired Cocoa Police Officer Doug Monda led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Interim City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Pat Dovale, Police Commander; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; Gail Bantugan, Leisure Services Manager; Lisa Richardson, Help Desk Support Tech; and Jason Dowty, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 26, 2023. (23-587)

2. Minutes: N/A

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to approve the agenda for the Regular meeting of September 26, 2023 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED (5-0)

III. Awards and Presentations:

IV. Delegations:

Retired Cocoa Police Officer, Doug Monda, talked about first responder mental health. He shared that there is a 5k event that is held every January and next year it will be on January 6, 2024. It will be a night time running event to raise money to support the mental health of first responders. He thanked the City for allowing him to continue to represent Cocoa for this cause.

V. Consent Agenda:

(A) General Consent Items:

1. To Approve the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc. (WSI) for the Limited Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Task Order 2024-04, the GMP Amendment #4 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services, and to Authorize the City Manager to Issue the Purchase Order(s) in Fiscal Year 2024; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Contingency Resolution. (23-477). (Utilities Director)

2. Approve FY 2024 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Pending the Adoption of the FY2024 Budget. (23-485). (Utilities Director)

3. Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands installation and maintenance services; Authorize the City Manager to execute the Sole Source Construction Agreement with Beemats for the installation of floating wetlands at a total cost of $768,000; Authorize the City Manager to approve contract amendments or extensions; Approve the ongoing floating wetlands maintenance cost of $153,000 to start in FY 25; and Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC) to include this maintenance. Approve a Resolution Amending the FY23 Budget, BAF#23-123-T, for the Bond Portion of the Project. (23-529). (Interim Public Works Director)

4. Approve a Resolution waiving the competitive bidding process by reason of sole source to approve two multi-year agreements for critical information technology infrastructure and authorize the City Manager to approve and sign each agreement pending City Council approval of the FY2024 budget. (Chief Technology Officer)

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

5. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2023 through September 30, 2024 with an estimated premium of $1,709,337 pending approval of the FY2024 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement. (23-561). (Administrative Services Director)

6. To approve a resolution waiving the competitive bidding process to make sole source purchase of Polyflock AP1120P from Veolia WTS USA, Inc. of Trevose, PA; Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total Estimated FY2024 Budget for Chemicals; Pending Approval of the FY2024 Budget. (23-563). (Utilities Director)

7. City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-088-T Transferring Funds for the final Run-out of medical self-insurance fees during this fiscal year. (23-564). (Finance Director)

8. Approve a Resolution providing for a waiver of building permit fees for six months from September 26, 2023 related to building or structural damage caused by the hailstorm on April 29, 2023. (23-571). (Community Services Director)

(B) Multi-Year Contracts:

9. To Approve Fiscal Year 2024 Funds to Cover Year Three of Initial Three-Year Mowing Contract # RFP 21-26-COC that was approved by City Council on September 28, 2021. Authorize the City Manager to issue the related purchase orders for U.S. Lawns in the amount of $210, 944 for Mowing Areas #2 and #3; and Perfection Lawn & Tree Service in the amount of $195,047 for Areas #1 and #4. Approve a Contingency Resolution and Authorize the City Manager to Issue Contingency Related Change Orders as Necessary not to exceed 9.7% of the total contract value, $39,381.13. Pending Approval of FY2024 Budget. (23-531). (Interim Public Works Director)

10. To Approve the FY24 Renewals of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with the following Vendors: 1) Allied Universal Corp. (Contact B-22-12-COC-B) for the Purchase of Sodium Hypochlorite, 2) Thatcher Chemical of Florida Inc. (B-22-12-COC-C) for the Purchase of Ferric Sulfate, 3) Carmeuse Lime & Stone (B-20-19-COC) for the Purchase of Quick Lime Pebble, 4) Tropichem Enterprises (B-20-19-COC) for the Purchase of Wisprofloc Starch, 5) Linde Inc. (B-20-19-COC) for the Purchase of Liquid Oxygen. To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals. (23-557). (Utilities Director)

11. To approve a resolution waiving the competitive bidding process for the purpose of making renewal for the following existing competitively awarded chemical supply and delivery contract for the treatment of the City's water for fiscal year 2024:1)B-23-24-COC award TBD-Matheson Tri-Gas for the purchase of Carbon Dioxide. Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total Estimated FY2024 Budget for Chemicals; Pending Approval of the FY2024 Budget. (23-558). (Utilities Director)

12. Approve Multi-Year Piggyback agreement for uniform supply and delivery services with Reeds Uniforms Inc., utilizing the City of Ocala contract award OFR 220630 through September 19, 2025, Authorize the City Manager to execute amendments and extensions, pending the Adoption of the FY24 Budget. (23-589). (Fire Chief).

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct a Public Hearing on the Final Millage Rate and Adopting the FY24 Budget and: Adopt Resolution No. 2023-101 adopting a final millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024; and Adopt Resolution No. 2023-102 adopting the FY2024 Budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024. (23-583). (Finance Director).

Attorney Garganese announced that this is the Second and Final Reading of Resolution 2023-101 and Resolution 2023-102 and read the Resolutions into the record as follows:

Resolution 2023-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, ANNOUNCING THE PERCENTAGE BY WHICH THE FINAL MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Resolution 2023-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A FINAL BUDGET FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Bowman provided a budget presentation[1]. She shared the TRIM process and the objectives for the public hearing.

Comparative city rates and Ad Valorem Revenue were shared for FY24. Ms. Bowman discussed substantive issues such as what the total FY24 budget is, what the General Fund Revenue is, including a millage rate increase of 0.50 which is a

[1] Exhibit A: FY24 Budget Presentation – 2nd Public Hearing

19.3% increase over the rolled-back rate. She explained that the increase was needed to fund public safety salaries and benefits, mandatory or critical capital equipment, the maintenance of essential services and to absorb inflationary costs.

Mayor Blake opened the hearing to the public.

Steve Murphy, 3733 N. Sherwood Cir., Cocoa, provided his concerns about the millage rate increase and stated that the City of Cocoa is increasing the millage rate twice as much percentage wise than any other City in Brevard County. He asked why the millage rate is being increased and pointed out that he does not feel it is necessary.

George Brown, 555 W. King St., Cocoa, loves his home and wants to ensure that he will always be able to live there, even if it means increasing the millage rate. He asked for further clarification in order to understand his tax bill. In response, City Manager Whitten asked Mr. Brown's permission to review the increase on one of his properties in order to give an example. Mr. Brown agreed and City Manager Whitten reviewed the information and the increase with him.

Additionally, he hopes that the increase will not only give first responders an increase in pay but to help pay for extra services in the city.

Alex Reynolds, 1122 Coronado Dr., Rockledge, owns a business in the City and asked for more clarification for those who don't have homestead exemptions. In response, Ms. Bowman explained that each piece of property is different and there are different exemptions so there is no blanket answer.

Additionally, City Manager Whitten provided several examples and explained how to obtain tax information from the Brevard County Property Appraiser.

Celeste Corrado, 2606 Indian River Dr., Cocoa, noted that she just moved here two years ago and she is on a fixed income. In addition to other increases over the last two years, this will grossly impact her life and she hopes that it will not continue as she will no longer be able to afford to live in Cocoa.

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

Ms. Bowman shared a public announcement, noting that the City of Cocoa is the taxing authority, the rolled-back rate is 5.8285, the millage rate of 6.9532 is a tax increase of 19.3% as a percent change of the rolled-back rate and the millage rate to be levied is 6.9532 which is 7.7% over the adopted FY23 millage rate.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to Adopt Resolution No. 2023-101 adopting the final millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024, which is 19.3% over the rolled-back rate of 5.8285, for discussion.**

Councilmember Koss stated that she is not philosophically against raising taxes, however she is confident in what the future looks like in terms of trending and the properties coming online. She has heard from some of her constituents who are either struggling or are confused by the increase.

She added that staff explained the budget very well this year and was transparent to the public and for the most part people were satisfied by that but she still has a problem with the rate increase.

Councilmember Dyal pointed out that with all the properties coming in, maybe next year the City can drop it back down. He doesn't want to pay more taxes but they have to think about how they're going to fund the operations of the City.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

Ms. Bowman talked about the FY24 tentative budget and provided a General Fund overview. She explained the General Fund revenues by funding source and the tentative budget General Fund by department.

Lastly, Ms. Bowman covered an overview of the FY24 Water/Sewer and Stormwater budget.

Mayor Blake opened the hearing to the public.

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

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to Adopt Resolution No. 2023-102 adopting the FY2024 final budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Approve of the date changes for two events and one route change. (23-555). (Communication & Economic Development Director).

Ms. Senger explained that the first change is for the Village Idiot Halloween Party from October 27th to October 26th. The second change is just an adjustment for the time and routes for the HCVMS hosted Halloween event.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the reappointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2026. (23-559). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the reappointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2026.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the Donation Application for Unitarian Universalist Fellowship of Central Brevard in the amount of $800. (23-604). (City Manager).

Councilmember Koss shared that this will provide food to the Emma Jewel Charter Academy families and she would like to support them. She would like to see them receive the full $1,000 and asked if any other member of Council would like to give an extra $200 or if they would all like to contribute $200.

Mayor Blake wished to make a suggestion. He asked if Council would consider donating all of their remaining funds to the Second Harvest Food Program for all

four schools in Cocoa, including Cocoa High School, Emma Jewel Charter Academy, Endeavor Elementary and Cambridge Elementary. This would allow all families to benefit.

Ms. Gemmati added that there is $3,000 remaining in total and if divided by 4 that would be $750 for each school.

City Attorney Garganese noted that Council is permitted to reallocate the funds as they see fit.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the donation of $3,000 to the Second Harvest Food Bank for the benefit of Cocoa High School, Cambridge Elementary, Endeavor Elementary and Emma Jewel Charter Academy families, to be divided evenly for an amount of $750 to each school, for discussion.**

Councilwoman Koss explained that she is not opposed but wants Council to keep in mind that they are setting a precedent by not following policy as they have in the past. In response, Attorney Garganese provided clarification regarding the Donation Application Policy.

Councilmember Goins asked who is going to deliver the food. In response, Mayor Blake noted that when he worked in the schools, they were responsible for dispersing the food to the families.

Ms. Gemmati added that staff will keep Council apprised of how the disbursement of the food will be handled.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. The City Council provide direction to staff on the operation of low speed vehicles and golf carts on city streets and sidewalks. (23-605). (City Manager).

Mayor Blake stated he is not necessarily against this item but he would like more information.

City Manager Whitten explained that several citizens have requested the Council allow the use of “low-speed vehicles” and golf carts on city roads. The Council directed staff to research the issue and present the issue to Council for discussion and direction.

He added that the City Council may want to consider the following and provide direction to staff:

1. Low-Speed Vehicles:

   - Low-speed vehicles can be operated on city streets with speed limits of 35 mph or less, provided that the owner/operator adheres to the required safety standards.
   - The Council should discuss whether it wants to exercise its authority to restrict the operation of low-speed vehicles in any way, such as prohibiting them on specific city roads for safety reasons.

2. Golf Carts:

   - Golf carts are currently prohibited on city streets unless the City explicitly authorizes their use.
   - If the City Council wishes to permit golf carts on city streets, a thorough evaluation is necessary. This evaluation should consider factors like the speed, volume, and nature of motor vehicle traffic on different streets.
   - Conducting such an evaluation would likely require outsourcing a study, the cost of which is currently unknown.

Councilmember Dyal pointed out that he does not want them on the sidewalks, especially in Cocoa Village as it can be a hazard. In response, City Manager Whitten shared that he has already removed that option.

Discussion was held on how rules and laws would be enforced.

Councilmember Goins shared that he is for the item with certain conditions in place. He feels that people are going to do it anyway and other cities are implementing it too.

Aleck Greenwood, 640 Brevard Ave., Cocoa, would like to see the Council consider this item and feels that maybe it could be limited to Cocoa Village for now so it could be used as an example and it could be fine-tuned. It could then be implemented in phases and grow from there as it is already being done anyway.

In response to a question posed by Councilmember Goins, City Attorney Garganese provided clarification as to why golf carts are permitted during special events.

Councilmember Koss added that she sees golf carts on Indian River Drive all the time and suggested reaching out to Cape Canaveral to inquire about the consultant they used to implement this in their City.

* **Consent from Council to direct staff to conduct further research and acquire information from Satellite Beach and Cape Canaveral on how they implemented operations in their cities.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval to participate in the Florida Recovery Obligation Calculation (F-ROC) program sponsored by the Florida Division of Emergency Management that will assist applicants in identifying risk in their organization and develop clear action plans that will help abate those risks while standardizing and streamlining the Public Assistance process. (23-599). (Fire Chief).

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (23-580). (Finance Director)

2. FY 2023 August Budget Adjustment Report. (23-581). (Finance Director).

3. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data report showing the relation between the estimated and actual income and expenses to date. (23-582). (Finance Director)

4. Bi-Weekly Report, September 8 – September 21, 2023. (23-598). (City Manager).

X. Reports:

Mayor Blake announced the Sip and Stroll event this Saturday, September 30th in Cocoa Village.

City Manager Whitten shared that along with himself, Mayor Blake and Councilmember Koss attended the Brightline event last Friday, September 22nd. Once the station in Orlando is complete a conversation can be held about opening a station in Cocoa.

Deputy Mayor Hearn shared photos from the Walk to End Alzheimer's event over the weekend. Senator Wright, Senator Debbie Mayfield and West Melbourne Mayor Hal Rose amongst others were in attendance and almost $500,000 dollars was donated from the State of Florida to the cause.

Deputy Mayor Hearn further asked for an update on Anderson Park. In response, City Manager Whitten and Ms. Morgan noted that they would get that information and share it with Council.

Lastly, he asked if Council would consider directing staff to put together a list of vacant properties and collaborate with owners to see if they would be willing to lease their properties and the City could help with advertisement to bring businesses in. He has noticed a lot of vacant properties with no for sale or rent signs and would like to see those properties filled up.

He would also like to think of incentives to attract both small and large businesses to the city. In response, Council agreed to have information put together to come back before Council at the beginning of next year.

Councilmember Koss announced that she attended the Inauguration Celebration for Brightline and it was a great event.

Additionally, she noted that this is the third year that the City has budgeted for an Assistant City Manager and she would really like to see that position get filled as there is a lot going on in the city and filling this position could really help to serve the public better.

Mayor Blake shared that he feels the City Manager should determine whether or not he wants to fill the position and if he needs the help. He was previously the County Manager and he feels he is capable of making that decision on his own.

Councilmember Koss explained that filling the position is not a negative reflection of the City Manager.

Councilmember Goins shared that he has never had any issues getting a timely response from the City Manager. He does not necessarily disagree with her, however even if the position was filled the Assistant City Manager would still have to operate through the City Manager. He asked City Manager Whitten if he feels he needs assistance.

In response, City Manager Whitten shared that he does not feel he needs to fill the position at this time and the money has been used to support the budget the last few years. He feels the City could use the funds to hire employees such as engineers.

Councilmember Dyal encouraged everyone to still come out and enjoy the Village even if tickets to the Sip & Stroll event are sold out.

He also thanked staff for a job well done on the budget this year.

Councilmember Goins announced that on October 9th at 6pm there will be a community meeting at the National Guard Armory to talk about Gilmore Park and to see what the community would like to see done with it.

Additionally, he thanked staff for cutting the grass at Gilmore Park.

Lastly, he announced that National Night Out is on October 3rd from 4-7pm at Provost Park.

Mayor Blake shared that he had discussions at the Brightline event and he can confirm that Cocoa definitely has a fighting chance to become a destination station.

Additionally, he talked about the track field that will potentially be named after James Folston.

Lastly, he recognized the City's Chief Technology Manager, Robert Beach, for a job well done at a conference that was held over the summer.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of September 26, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:05 p.m.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

FY 2024 Budget Presentation



2nd Public Hearing
September 26, 2023

Objectives of this Public Hearing

COCOA
FLORIDA

- Adopt a Final Millage Rate for FY 2024
- Adopt a Final Budget for FY 2024

The City must have a balanced budget by October 1, 2023



TRIM (Truth in Millage) Process

COCOA
FLORIDA

❑Step 1

Adopt the FY 2024 City of Cocoa Final Millage Rate

Note: The Final millage rate cannot exceed the millage rate of 6.9532 approved by City Council on July 25, 2023, by a (4-1) vote.

The FY 2024 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 2024 City of Cocoa Final Budget

FY 2024 Comparative City Rates

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed	Ad Valorem Taxes
1	Satellite Beach	8.2312	7.5243	8.2000	$11,673,563
2	Palm Bay	7.5995	6.8183	7.5995	$55,922,326
3	**Cocoa**	**6.4532**	**5.8285**	**6.9532**	**$10,642,032**
4	Titusville	6.9812	6.3521	6.7945	$20,586,748
5	Melbourne	6.7490	6.1805	6.5466	$47,887,853
6	Cocoa Beach	6.1644	5.6338	6.1644	$16,100,474
7	Indialantic	5.9475	5.4381	5.9810	$3,585,862
8	Rockledge	5.8200	5.2953	5.5500	$12,198,075
9	Indian Harbor Beach	5.5628	5.1104	5.5449	$7,024,792
10	Melbourne Beach	4.5800	4.1756	4.5700	$2,685,662

FY 2024 Comparative City Ad Valorem Revenue

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed	Ad Valorem Taxes	Change in Ad Valorem
1	Palm Bay	7.5995	6.8183	7.5995	$55,922,326	$9,420,645
2	Melbourne	6.7490	6.1805	6.5466	$47,887,853	$3,697,763
3	Titusville	6.9812	6.3521	6.7945	$20,586,748	$1,871,288
4	Cocoa Beach	6.1644	5.6338	6.1644	$16,100,474	$1,390,708
5	Rockledge	5.8200	5.2953	5.5500	$12,198,075	$581,101
6	Satellite Beach	8.2312	7.5243	8.2000	$11,673,563	$1,293,606
7	**Cocoa**	**6.4532**	**5.8285**	**6.9532**	**$10,642,032**	**$2,203,462**
*8	Indian Harbor Beach	5.5628	5.1104	5.5449	$7,024,792	$536,762
*9	Indialantic	5.9475	5.4381	5.9810	$3,585,862	$493,814
*10	Melbourne Beach	4.5800	4.1756	4.5700	$2,685,662	$80,570

*Brevard County provides all or some Public Safety Services

Substantive Issues to Discuss

COCOA
FLORIDA

- ✓Total FY 2024 Budget is $168,949,095
- ✓General Fund Revenue is $49,685,460
- ✓The General Fund Budget includes a millage rate increase of 0.50
- ✓This is 19.3% over rolled-back rate
- ✓This increase was needed to fund:
    - Public Safety 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 5.8285
- ✓The millage rate of 6.9532 is 19.3% over the rolled- back rate
- ✓The millage rate to be levied is 6.9532, which is 7.7% over the adopted FY 2023 millage rate

Millage Rate Adoption

COCOA
FLORIDA

Requested Action:

Approve Resolution No. 2023-101, adopting the final millage rate of 6.9532 mills. for the City of Cocoa, commencing on October 1, 2023, and ending on September 30, 2024, which is 19.3% over the rolled back rate of 5.8285.



FY 2024 Final Budget



COCOA FLORIDA

FY 2024 Final Budget

COCOA
FLORIDA

Fund	FY 2024 Final Budget
Water/Sewer	$85,977,433
General	$49,685,460
W/S Renewal and Replacement	$12,846,709
W/S Restricted Assets	$9,210,284
Special Revenue	$4,718,734
Stormwater	$2,193,128
W/S Impact Fees	$1,902,052
Workers Comp	$1,340,569
Debt Service	$1,074,726
TOTAL	**$168,949,095**

FY 2024 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 2024 General Fund Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2024 Final Budget	FY 2024 % 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)**	$18,914,673	38%
Taxes (Ad Valorem, Utility Service Tax and Communication Service Tax)	$14,423,032	29%
Charges for Service (Water Billing Services, Garbage Collection Services and Culture/Recreation Fees)	$7,786,730	16%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$5,181,777	10%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,811,703	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$567,545	1%
Total FY 2024 Revenue by Funding Source	**$49,685,460**	**100%**

FY 2024 Final Budget General Fund by Department

COCOA
FLORIDA

General Fund	FY 2023 Adopted Budget	FY 2024 Final Budget	Variance	FY 2024 % of Budget
Police	$12,120,906	$13,373,042	$1,252,136	27%
Public Works	$9,290,683	$10,681,569	$1,390,886	21%
Fire	$7,285,476	$8,345,033	$1,059,557	17%
General Operations	$6,290,424	$6,569,730	$279,306	13%
Finance	$3,918,969	$4,116,978	$198,009	8%
Information Technology	$2,500,515	$2,828,454	$327,939	6%
Administrative Services	$1,044,770	$1,132,487	$87,717	2%
City Manager Office	$1,275,623	$1,015,298	($260,325)	2%
Communication/Economic Development	$678,170	$967,782	$289,612	2%
Community Services	$220,293	$238,442	$18,149	0%
City Council	$204,889	$182,908	($21,981)	0%
Emergency Disaster	$0	$233,737	$233,737	0%
TOTAL	**$44,830,718**	**$49,685,460**	**$4,854,742**	**100%**

FY 2024 Water/Sewer Budget Overview



COCOA
FLORIDA

FY 2024 Water/Sewer Revenues

COCOA
FLORIDA

Funding Source	FY 2024 Final Budget	FY 2024 % 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)	$77,093,525	90%
Other Non-Revenue (Revenues from Unrestricted Net Position)	$8,316,558	10%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$567,350	1%
Total FY 2024 Revenue by Funding Source	**$85,977,433**	**100%**

FY 2024 Final Budget Water/Sewer Fund by Division

COCOA
FLORIDA

Water/Sewer Fund	FY 2023 Adopted Budget	FY 2024 Final Budget	Variance	FY 2024 % of Budget
Administration (ROI, 6% PILOFF, Overhead Allocation and Debt Service Transfers)	$44,586,591	$44,221,650	($364,941)	51%
Dyal Water Plant	$15,266,057	$16,624,273	$1,358,216	20%
Water Field Operations	$10,123,075	$11,441,410	$1,318,335	13%
Water Reclamation	$3,848,639	$4,100,642	$252,003	5%
Engineering	$3,738,442	$4,256,920	$518,478	5%
Sewer Field Operations	$3,006,283	$3,017,922	$11,639	4%
Utility Support Services	$2,111,472	$2,110,148	($1,324)	2%
Inventory	$145,814	$204,468	$58,654	0%
TOTAL	**$82,826,373**	**$85,977,433**	**$3,151,060**	**100%**

FY 2024 Stormwater Budget Overview



COCOA FLORIDA

FY 2024 Stormwater Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2024 Final Budget	FY 2024 % of Budget
Special Assessment	$2,073,634	95%
Tax Certificates	$110,207	5%
Interest	$8,887	0%
Storm Mitigation Application Fee	$400	0%
Total FY 2024 Revenue by Funding Source	**$2,193,128**	**100%**

FY 2024 Stormwater Final Budget

COCOA
FLORIDA

Stormwater Fund	FY 2023 Adopted Budget	FY 2024 Final Budget	Variance	FY 2024 % of Budget
Personal Services	$673,366	$682,295	$8,929	31%
Operating	$891,266	$965,312	$74,046	44%
Capital	$330,600	$233,018	($97,582)	11%
Other Non-Revenue (Overhead Allocations)	$297,622	$312,503	$14,881	14%
TOTAL	**$2,192,854**	**$2,193,128**	**$274**	**100%**

Public Hearing - Comments

COCOA
FLORIDA



Adopting the FY 2024 Final Budget

COCOA
FLORIDA

Requested Action:

• Approve Resolution No. 2023-102 adopting the Fiscal Year 2024 Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2023, and ending on September 30, 2024.





QUESTIONS/CONTACT

Rebecca Bowman, MBA, CGFO, CGFM

Finance Director

BudgetAdministrators@cocoafl.org

www.CocoaFL.gov

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Legislation Details (With Text)

File #:	23-699	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	11/2/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Proclamation: Proclaiming the City's Support for its Sister City, Beit Shemesh, Israel. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Beit Shemesh Proclamation 2023.pdf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2023
Agenda Date: November 14, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Proclamation: Proclaiming the City's Support for its Sister City, Beit Shemesh, Israel.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

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PROCLAMATION

WHEREAS, *the City of Cocoa entered into a Sister City relationship with Beit Shemesh, Israel in 2007; and*

WHEREAS, *the City of Cocoa has worked closely with the Sister City Program to promote mutual understanding, education and goodwill through citizen diplomacy; and*

WHEREAS, *Beit Shemesh, Israel, is a city that holds a special place in our hearts due to its rich history, vibrant culture, and unwavering commitment to peace, prosperity, and unity; and*

WHEREAS, *we are committed to expressing our solidarity with Beit Shemesh, Israel, its residents, and their pursuit of a peaceful and prosperous future; and*

NOW, THEREFORE, *I, Mayor Michael C. Blake., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the City of Cocoa's unwavering support for Beit Shemesh, Israel, and extends our warmest wishes for the well-being, prosperity, and harmony of its community.*

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 14th day of November, 2023.*

Michael C. Blake, Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	23-700	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	11/2/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Historic Cocoa Village Main Street Presents Hot Cocoa Holidays.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2023
Agenda Date: November 14, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Samantha Senger, Communications & ED Development Director
Requested Action:
Historic Cocoa Village Main Street Presents Hot Cocoa Holidays.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Legislation Details (With Text)

File #:	23-629	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/3/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	

Title: Approve a Resolution Amending the FY2024 Budget, BAF#24-011-A to fund the Stradley Park Project. Authorize the City Manager to Approve a Task Order/Purchase Order to W&J Construction Corporation utilizing the existing Piggy-back contract for Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025 for the Guaranteed Maximum Price (GMP) of $621,637 for improvements to the Football Field at Don "Mo" Stradley Memorial Park. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Order not to exceed $60,000. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
TO-W&J 2024-02 $621,637.00- PW.pdf
BAF 24-011-A-PW-AFBP21 Stradley Park (11-14-23)-Agenda 23-639.pdf
Budget Resolution FY 2023-131 ADA Compliant.pdf
Construction Contingency Resolution.pdf
Standard Piggyback Contract - Fully Executed.pdf
Stradley Park GMP.pdf
Piggyback Rider Stradley Park v2 - WJsigned.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2023
Agenda Date: November 14, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, Interim Public Works Director/City Engineer
Requested Action:
Approve a Resolution Amending the FY2024 Budget, BAF#24-011-A to fund the Stradley Park Project. Authorize the City Manager to Approve a Task Order/Purchase Order to W&J Construction Corporation utilizing the existing Piggy-back contract for Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025 for the Guaranteed Maximum Price (GMP) of $621,637 for improvements to the Football Field at Don "Mo" Stradley Memorial Park. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Order not to exceed $60,000.

BACKGROUND:

Council directed staff to design and construct certain improvements at Stradley Park Football Field. These improvements are funded through a combination of FY2021 Assigned Fund Balance and

Unassigned Fund Balance.

Bid # B-23-21-COC for capital improvements at Provost and Don “Mo” Stradley memorial Park was broadcast on March 31, 2023, closed on May 4, 2023 with no bids.

On July 11, 2023 Council approved the Construction Manager at Risk (CMAR) approach.
Staff contacted W&J Construction and requested the following improvements at Don “Mo” Stradley memorial Park:
Demolition
Stormwater Improvements
New Football Field with irrigation
New Fencing
Dry Retention Pond

On September 26, 2023 W&J Construction submitted the following GMP - $621,637. Public Works is requesting $60,000 in contingency for owner directed change orders that the City Manager will approve. Approval of BAF24-011-A is also requested to provide additional funding for this project and to “rollover” the budget for RZK PO #79477 for the design of the project.

STRATEGIC PLAN CONNECTION:

City Parks improve the City’s Image and encourages physical activity.

BUDGETARY IMPACT:

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

Amount Requested	$549,028
Account Number	001-0000-389.99-50 AFBP21
Account Name	Fund Balance

Amount Requested	$132,609
Account Number	001-0000-389.99-50 AFBP21
Account Name	Fund Balance

Amount Requested	$10,748 (FY23 PO 79477 Balance)
Account Number	001-0000-389.99-50 AFBP21
Account Name	Fund Balance

Amount Requested	$488,376
Account Number	001-3580-519-63-07 PWFBSP
Account Name	Infrastructure ITB

Amount Requested	$133,261

Account Number	001-3580-519-63-00 PWFBSP
Account Name	Infrastructure
Amount Requested	$60,000
Account Number	001-3580-519-63-00 PWFBSP
Account Name	Infrastructure
Amount Requested	$10,748 (RZK PO 79477)
Account Number	001-3580-519-63-00 PWFBSP
Account Name	Infrastructure

$60,000 Contingency is available but not included within the original purchase order.

Total Budget for W&J with Contingency $681,637
Total PO Roll RZK #79477 $10,748
Total Amended Budget $692,385

PREVIOUS ACTION:

On July 11, 2023 Council approved the use of Construction Manager at Risk Services for park improvements at Provost Park, Don “Mo” Stradley Memorial Park and Junny Rios Martinez Park.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2024 Budget, BAF#24-011-A to fund the Stradley Park Project. Authorize the City Manager to Approve a Task Order/Purchase Order to W&J Construction Corporation utilizing the existing Piggy-back contract for Brevard County’s Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025 for the Guaranteed Maximum Price (GMP) of $621,637 for improvements to the Football Field at Don “Mo” Stradley Memorial Park. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Order not to exceed $60,000.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Continuing Construction Manager at Risk	2024-02
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 10/12/23 City Bid Number: PGB RFQ 6-22-05 AMOUNT: $ 621,637.00

Vendor Name: W & J Construction Quote/Proposal Number:

Dept. Number/Division Name: 3580 Capital Projects

Project Name: Stradley Park Project Number: PWFBSP

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

On July 11, 2023 Council approved the Construction Manager at Risk (CMAR) approach.
Staff contacted W&J Construction and requested the following improvements at Don "Mo" Stradley memorial Park:
Demolition, Stormwater Improvements, New Football Field with irrigation, New Fencing, Dry Retention Pond

On September 26, 2023 W&J Construction submitted the following GMP - $621,637. Public Works is requesting $60,000 in contingency for owner directed change orders that the City Manager will approve. Agenda 23-629

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

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

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

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.

City of Cocoa Budget Adjustment Form FY 2024 - 24-011-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/16/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 549,028	001-0000-389.99-50	AFBP21	Fund Balance(Stradley Balance)	$ 1,038,040	$ 3,007,044	$ 3,556,072	$ 3,007,044
$ 132,609	001-0000-389.99-50	AFBP21	Fund Balance	$ 1,038,040	$ 3,007,044	$ 3,139,653	$ 3,007,044
$ 10,748	001-0000-389.99-50	AFBP21	Fund Balance (PO 79477)	$ 1,038,040	$ 3,007,044	$ 3,017,792	$ 3,007,044
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 692,385	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 133,261	001-3580-519.63-00	PWFBSP	Infrastructure	$ 0	$ 697,853	$ 831,114	($ 29,540)
$ 488,376	001-3580-519.63-07	PWFBSP	Improve Other than Bldg.	$ 0	$ 1,263,151	$ 1,751,527	$ 80,000
$ 10,748	001-3580-519.63-00	PWFBSP	Infrastructure PO 79477 Balance	$ 0	$ 697,853	$ 708,601	($ 29,540)
$ 60,000	001-3580-519.63-00	PWFBSP	Contingency	$ 0	$ 697,853	$ 757,853	($ 295,400)
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 692,385	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Providing Budget for the Stradley Park Project through the use of Assigned Fund Balance 2021 and the shortfall for the project through the use of the balances of previous AFBP21. PW requested $60,000 in Owner Direct Contingency. Also the open PO 79477 $10,748 for RZK Budget is being provided at this time. Agenda 23-639

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/2023 RESOLUTION #: 2023-131

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.

Dave Radford Digitally signed by Dave Radford Date: 2023.10.18 08:31:22 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.18 08:51:39 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Lora Howell Digitally signed by Lora Howell Date: 2023.10.18 09:35:19 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.18 09:34:53 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

RESOLUTION NO. 2023-131

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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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 14th day of November, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

RESOLUTION NO. 2023-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONTRACT FOR THE DON "MO" STRADLEY MEMORIAL PARK FOOTBALL FIELD IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $60,000 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract 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 $681,637 budgeted by the City Council for this project inclusive of the $60,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders 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 November 14, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with W&J Construction Corp., 1005 Viera Blvd, Suite 202, Rockledge, FL 32955 (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 into a contract with Brevard County - FL, said contract being identified as: Continuing Construction Manager (At Risk) Services, Contract No. RFQ 6-22-05. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Continuing Construction Management (At Risk) 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 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 W & J Construction Corp. The term of said agreement shall be for the period effective date of signature through 11/21/2025, with option of one (1) two (2) year renewal.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2023-2025 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 the amount of each PO/Task Order issued under the continuing contract. 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**
W&J Construction Corp Attn: Erik Costin, Vice President 1005 Viera Blvd, Ste 202 Rockledge, FL 32955 Phone: (321) 632-7660 Email: erik@wjconstruction.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.

W & J Construction Corp.

Entered this 2nd day of June, 2023

Erik Costin, Vice President

(Print Name / Title)

(Signature)

06/02/2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: _____

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: 9/12/23

(Michael C. Blake, Mayor)

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

Attested By: City Clerk

CORPORATE SEAL FLORIDA

October 25, 2023

Gary Palmer
City of Cocoa

Via email: gpalmer@cocoafl.org

RE: Stradley Park

Dear Mr. Palmer,

W+J Construction Corporation is pleased to provide this CMAR based GMP using Brevard County's piggy backed contract as the basis for the quote of **Six Hundred Twenty-One Thousand, Six Hundred Thirty-Seven Dollars ($621,637.00)** for the project located at 1881 Rosetine St., Cocoa, Florida, per the Mead & Hunt, Inc. plans dated March 2023; the cost breakdown is attached.

Clarifications and Exclusions

1. Construction duration is 4 months.
2. Bond is included.
3. Demo is included.
4. Stormwater improvements (Swales, pipe, pond south of parking lot) are included.
5. New Football field, new irrigation and new goal posts. Irrigation will include a 3" pipe from new reclaim meter at Rosetine Street are included.
6. North, East, and South side black vinyl coated fencing with gates are included.
7. South sidewalk, bleacher relocations are included.
8. Dry retention pond is included.
9. Parking lot is excluded.
10. Relocation allowance of $8,000 for scoreboard feeders are included.
11. This estimate reflects the current market pricing as of the date of this proposal and is subject to change.

We appreciate this opportunity to provide this GMP. If you have any questions or require further information, please do not hesitate to contact me at 321.632.7660 or at steve@wjconstruction.com .

Sincerely,

W+J Construction Corp.
A Florida Corporation

Steve Carlyle
Chief Estimator

Item	Div	Description	Material	Labor	Sub	Subcontractor Name
		A&E Design	0	0	0	**By Owner**
		A&E Construction Admin	0	0	0	**By Owner**
	1	***General Conditions***				
1		General Conditions	0	46,275	26,925	W&J
		Exterior Improvements				
2		Erosion Control	0	0	13,430	Goodson
3		Demolition	0	0	11,820	Goodson
		Football Field				
4		Survey	0	0	8,895	Briel
5		Grading	0	0	154,443	Goodson
5a		-Misc Cut and patch	0	0	2,000	W&J
6		Sod	0	0	76,000	LSP
6a		-Misc Swale Sod Allowance	0	0	7,600	W&J
7		Field Striping	0	0	0	Excluded
8		Storm Drain	0	0	23,965	Goodson
9		Reclaimed Water	0	0	17,900	Goodson
		Misc Scopes				
10		Goal Posts	0	0	29,999	Storagecraft
11		Football Field Irrigation	0	0	24,500	LSP
12		Fencing	0	0	40,049	Randolph Outdoor
13		As-Builts	0	0	4,500	Briel
14		Misc Scoreboard Electrical	0	0	8,000	Allowance Only
15		South Sidewalk	0	0	5,968	W&J
16		Bleacher Relocation	1,200	1,000	600	W&J

Subtotals	1,200	47,275	456,594	
Sales Tax/PT&I (7/32)	84	15,128		
Total	1,284	62,403	63,687	
			520,281	
Permits			0	**By Owner**
General Liability Insurance (%)			2,797	
Builder's Risk (Per $100)			1,989	
Contingency (%)	3.00		15,608	
Bond			9,325	
Hurricane Surcharge on Bond	1.30%		121	
Cost			550,121	
OH/Profit			71,516	
Total GMP			**621,637**	

Exclusions:

1 Scoreboard Demo
2 Benches
3 Field Striping
4 Asphalt Parking Lot with Hdcp Stalls
5 Reclaimed Meter or Backflow Preventer
6 Permits and Fees
7 Minority Reporting or other Federal Requirements

PIGGYBACK RIDER – CONSTRUCTION

PGB RFQ 6-22-05

TO-02 Stradley Park Improvements

THIS "PIGGYBACK" RIDER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, between the **CITY OF COCOA**, a Florida municipal corporation ("City" or "Owner") and **W&J CONSTRUCTION CORPORATION,** authorized to transact business in the State of Florida, with principal offices located at 1005 Viera Boulevard, Suite 202, Rockledge, Florida 32955, ("Contractor"). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Cocoa allow for "piggybacking". Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered into a contract with **Brevard County, Florida**, and said contract being identified as: **CONTINUING CONSTRUCTION MANAGER AT RISK CONTRACT (RFQ#6-22-05), dated November 22, 2022** (said original contract being referred to as the "**Original Government Contract**").

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

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

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

B) **Scope of Services.** Pursuant to Section 1 of the Original Government Contract, the City and Contractor agree that the scope of services to be performed by Contractor under this Agreement is identified in **Exhibit "2" (W&J Construction GMP dated October 25 2023)**, and Exhibit 2 shall constitute a Work Order or Task Order. Further Contract Documents consist of **City of Cocoa Stradley Park Improvements Construction Set, Mead & Hunt plans, dated March 2023** which are hereby incorporated into this Contract by this reference.

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

i. Change Orders

ii. Piggyback Rider

iii. Original Government Contract, Exhibits and Addenda

iv. Supplemental Terms and Conditions

v. General Terms and Conditions

vi. Engineering Plans and Drawings, if any

vii. RFQ for Construction Manager at Risk Services issued by Brevard County (RFQ#6-22-05, dated August 1, 2022 (Notice of Award), including any subsequently issued Addenda

viii. Contractor's RFQ Submittal

ix. Punchlist

x. [OTHER]

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

i. *Substantial Completion.* The Work shall be substantially completed within **one-hundred fifty** (150) calendar days after the date when the Contract Time begins to run.

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

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

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

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

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

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

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

E) **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Subsection D) above, plus any extensions thereof allowed in accordance with this Agreement. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$1690.00** for each calendar day that expires after the time specified in Subsection D) for substantial completion until the work is substantially complete and **$500.00** for each calendar day that expires after the time specified in Subsection D) for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

F) **Guaranteed Maximum Price.** The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Guaranteed Maximum Price of **Six Hundred Twenty-One Thousand, Six Hundred Thirty-Seven Dollars ($621,637.00)**, which is consistent with the Original Government Contract and as provided in the Quote attached hereto as **Exhibit 2**. CONTRACTOR agrees to accept the Guaranteed Maximum Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents. The Guaranteed Maximum Price includes the Construction Manager's General Conditions Fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The Guaranteed Maximum Price shall be based on the drawings and specifications and the Contract Documents.

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

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

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

RZK
600 Florida Ave.
Cocoa, FL. 32922

Public Works
155 N. Wilson Ave.
Cocoa, FL 32922

G) **Indemnification.** Notwithstanding anything in Exhibit "1" to the contrary, the Contractor shall indemnify, defend, and hold harmless the City, its City Commission members, employees, representatives, and attorneys from and against all claims, suits, actions, damages, losses, expenses, and/or causes of action including, but not limited to, economic loss, reasonable attorneys' fees, and

expenses, arising out or, or in connection with this Agreement, provided that any such claims, suits, action, damages, losses, expenses, and or causes of action (1) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property, including loss or use; and (2) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by Contractor, subcontractor, agents, regardless if caused in part by the City. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from the City's sole gross negligence or intentional misconduct. For purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. This paragraph shall survive the termination of this Agreement.

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

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

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

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

OWNER herein (__X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

If the OWNER designated an agent to approve any payment requests before submitted to the OWNER for payment above, the OWNER further hereby identifies RZK Architects Inc., Attn: John Zwick, john.zwick@architectsrzk.com, as the agent that must approve payment requests prior to their submission to OWNER.

J) **Change Orders.** Omitted.

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

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

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

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

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

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

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

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

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

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

N) **Project Manager.** The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Gary Palmer, Capital Projects Manager or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

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

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

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

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

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

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

v. **Mediation.** The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

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

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

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

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

Q) **Construction Manager At Risk.** Rick Cofer shall act as the CONTRACTOR's Construction Manager for the duration of the Project. Mr. Cofer is a licensed general contractor or a licensed building contractor, as defined in Section 489.105, Florida Statutes, as may be amended, who shall coordinate and supervise the Project through final construction, including the scheduling, selection, contracting with, and directing of specialty trade contractors, and the value engineering of the Project. The Construction Manager shall not change unless otherwise agreed to in writing by the City's Project Manager.

R) **Insurance.** In addition to the Insurance required in Exhibit "1", the CONTRACTOR shall be responsible for providing the types of insurance and limits of liability set forth below:

Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 per occurrence or claim and in the aggregate with a deductible not greater than $50,000. For professional liability insurance written on a "claims-made" basis, the CONTRACTOR shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional give years following completion of all Work rendered under this Agreement.

S) **Construction Manager's Contingency.** The Construction Manager's contingency, established in Exhibit "2" and included in the Guaranteed Maximum Price, may be utilized, with the City's concurrence, for increases in the cost of the Work that could not have been reasonably anticipated by a CMAR using the standard of care and skill that a professional CMAR in Florida would exercise under similar conditions at the time the Guaranteed Maximum Price was established, but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Project. The contingency is developed in order to protect the Contractor from unforeseen and unknown items, including, without limitation, unanticipated bidder and Subcontractor defaults, that must be incorporated into the final construction of the Project that do not materially change the scope of the Project. The construction contingency should not be confused with a contingency developed by the Owner for use by the Owner in changing the scope of the Project.

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

CITY:

_____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
City Clerk

CONTRACTOR
W&J Construction Corporation

_____

Printed Name and Title: ___Erik Costin____

_____Vice President_____

Date:___11/06/2023_____

EXHIBIT "1"

Brevard County Contract

RFQ 6-22-05

Continuing Construction Management (At Risk) Services

EXHIBIT "2"

Task Order 002

W&J Construction GMP, dated October 25, 2023

EXHIBIT "3"

Performance and Payment Bond

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

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	

Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Legislation Details (With Text)

File #:	23-658	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	10/12/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	

Title: Approve Participation in Cooperative Purchasing Agreements for the Purchase of Vehicles and the associated options and equipment for FY-2024 Utilizing Sourcewell Contracts 2024 091521-NAF&06, 060920-ATC and Florida State DMS PA 25100000-23-STC; Approve a Resolution Amending the FY24 Budget BAF#24-016-A for the additional cost of one vehicle and the FY23 Vehicle Budget Roll for unencumbered funds, and Authorize City Manager to execute Purchase Orders to Contract Dealers. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Budget Resolution FY 2023-132 ADA Compliant.pdf
BAF-24-016-A-PW-FY24 & FY23 Vehicles (11-14-23) Agenda 23-658.pdf
Autocar Contract 060920.pdf
City of Cocoa DOT 9193.pdf
Step One Automotive dba Ford Crestview.pdf
National Auto Fleet Contract 091521.pdf
NJPA-COCOA, CITY OF-32014_45951-1_Quote 4010 TRUCK 4X4.pdf
NJPA-COCOA, CITY OF-45967-Quote-1 2100 CPD TRUCK 4X4.pdf
NJPA-COCOA, CITY OF-45981-ATT 4010 ADMIN TOY CAM.pdf
NJPA-COCOA, CITY OF-46523-Quote-4 3540 SERVICE TRUCK.PDF
NJPA-COCOA, CITY OF-48900-Quote-1 3560 AERIAL BUCKET.pdf
NJPA-COCOA, CITY OF-49260-Quote-1 4055 Crew Cab 4X4.PDF
NJPA-COCOA, CITY OF-49267-Quote-1 3520 TRUCK LANDSCAPE.pdf
NJPA-COCOA, CITY OF-F2A 600A_45953-1_Quote 4025 F250 UTILITY.pdf
NJPA-COCOA, CITY OF-F4G 650A_45982-1_Quote 4025 F450 UTILITY w AUTOCRANE.pdf
NJPA-COCOA, CITY OF-K7B_45948-2_Quote 2100 3 EA SUV.pdf
NJPA-COCOA, CITY OF-K7B_45971-1_Quote 4120 SUV.pdf
NJPA-COCOA, CITY OF-W4G 650A_45976-1_Quote 3570 TRUCK CREW CAB UTILITY.pdf
NJPA-COCOA, CITY OF-W8E 100A 993_45956-2_Quote 1515 MAVICK HYBRID.pdf
NJPA_COCOA CITY OF_49935_Quote_4 1515 M-HYBRID.pdf
NJPA-COCOA CITY OF-W5H 660A_45968-1_Quote 2100 BRUSH TRUCK.pdf
STEPONE 2023 MAVERICK FWD XLT HYBRID QUOTE PDF.pdf
agenda file 2023a.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2023

powered by Legistar™

Agenda Date: October 24, 2023
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P.E. Interim Public Works Director / City Engineer
Requested Action:
Approve Participation in Cooperative Purchasing Agreements for the Purchase of Vehicles and the associated options and equipment for FY-2024 Utilizing Sourcewell Contracts 2024 091521-NAF&06, 060920-ATC and Florida State DMS PA 25100000-23-STC; Approve a Resolution Amending the FY24 Budget BAF#24-016-A for the additional cost of one vehicle and the FY23 Vehicle Budget Roll for unencumbered funds, and Authorize City Manager to execute Purchase Orders to Contract Dealers.

BACKGROUND:

The City of Cocoa Capital Vehicle Improvement Program implements a systematic replacement of vehicles and equipment to minimize maintenance cost, equipment down time, vehicle equipment obsolescence, newer technology and more efficient vehicles. 27 vehicles I have been identified for replacement in FY-2024 and 1 new vehicle is needed for the Water Field Operations Department. These vehicles span several Department / Divisions and Funds. A Budget transfer is needed for the replacement Fleet Service Truck the final quote is more than the budget amount. The final quote for the Facility Bucket Truck is less than the budgeted *the* remaining funds will be used to cover the overage. Some of the vehicle were budgeted in FY-2023 those vehicles could not be purchase due to manufacture availability these vehicles can be ordered in FY-2024. A listing of the vehicles purchased by Department has been provided in the table below:

DEPT	DIV	QUOTE	MAKE/MODEL	QTY	TOTAL
Fire	2201	45968-1	2024 FORD F550 4X4 C/C	1	$62,405
Police	2100	45948-2	2024 FORD EXPLORER	3	$123,816
Police	2100	45967-1	2024 FORD F-150 CREW CAB	1	$44,309
PW	3570	45976-1	2024 FORD F-450 CREW CAB	1	$73,018
PW	3560	48900-1	2024 FORD F-550 REGULAR CAB	1	$152,754
PW	3540	46523-4	2024 FORD F-550 SUPER CAB	1	$173,227
PW	3520	49267-1	2024 FORD F-250 REGULAR CAB	1	$46,373
Utilities	4010	45951-1	2024 NISSAN FRONTIER CREW	1	$43,057
Utilities	4010	45981-2	2023 TOYOTA CAMRY LE I4	1	$30,298
Utilities	4055	49260-1	2024 NISSAN FRONTIER CREW	1	$36,864
Utilities	1515	49935	2024 FORD MAVERICK SUPER	4	$112,080
Utilities	1515	45956-2	2024 FORD MAVERICK HYBRID	1	$28,020
Utilities	1515	StepOne	2023 FORD MAVERICK HYBRID	2	$54,593
Utilities	4150	Autocar	2023 - ACTT42 Class 8	1	$145,581
Utilities	4120	45971-1	2024 FORD EXPLORER BASE 2WD	1	$41,272
Utilities	4025	45953-1	2024 FORD F-250 REGULAR CAB	6	$357,918
Utilities	4025	45982-1	2024 FORD F-450 REGULAR CAB	1	$104,380
				28	**$1,629,965**

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes/Partial

1-Full budget provided for the FY23 Capital Vehicle Roll 2- Additional Cost #24-016-A 3- Additional funds included for u

ACCOUNT #	BUDGET	#	COST	TOTAL	
001-2100-521.	$132,262	3	$41,272	$123,816	
001-2100-521.	$44,899	1	$44,309	$44,309	
FY23 130-2201	**$62,705**	**1**	**$62,405**	**$62,405** [1]	
421-1515-536.	**$84,060**	**3**	**$28,020**	**$84,060** [3]	
FY-23 421-151	**$114,908**	**4**	**$28,020**	**$112,080** [1]	
001-3520-572.	$49,540	1	$46,373	$46,373	
001-3540-519.	**$169,276**	**1**	**$173,227**	**$173,227** [2]	**-$3,951**
001-3560-519.	$178,900	1	$152,754	$152,754	
421-4010-536.	$43,157	1	$43,057	$43,057	
421-4010-536.	$30,298	1	$30,298	$30,298	
421-4025-536.	$357,918	6	$59,653	$357,918	
421-4025-536.	$104,380	1	$104,380	$104,380	
421-4055-536.	$37,167	1	$36,864	$36,864	
421-4120-536.	$41,272	1	$41,272	$41,272	
FY-23 421-412	**$149,396**	**1**	**$145,581**	**$145,581***	
423-3570-538.	$73,018	1	$73,018	$73,018	
		28		**$1,631,412**	

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve Participation in Cooperative Purchasing Agreements for the Purchase of Vehicles and the associated options and equipment for FY-2024 Utilizing Sourcewell Contracts 2024 091521-NAF&06, 060920-ATC and Florida State DMS PA 25100000-23-STC; Approve a Resolution Amending the FY24 Budget BAF#24-016-A for the additional cost of one vehicle and the FY23 Vehicle Budget Roll for unencumbered funds, and Authorize City Manager to execute Purchase Orders to Contract Dealers

RESOLUTION NO. 2023-132

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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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 14th day of November 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-016-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: PW | DATE PREPARED: 11/06/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 62,705	130-0000-389.99-50	ARBT23	FUND BALANCE (ARPA)	$ 0	$ 0	$ 62,705	$ 0
$ 114,908	421-0000-389.99-50	CA2301	FUND BALANCE (W/S)	$ 0	$ 0	$ 114,908	$ 0
$ 149,396	421-0000-389.99-50	CA2301	FUND BALANCE (W/S)	$ 0	$ 0	$ 149,396	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 327,009	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 3,951)	001-3560-519.64-00	CA2401	Machinery & Equipment	$ 230,900	$ 230,900	$ 226,949	$ 0
$ 3,951	001-3540-519.64-00	CA2401	Machinery & Equipment	$ 169,276	$ 169,276	$ 173,227	$ 0
$ 62,705	130-2201-522.64-00	ARBT23	Machinery & Equipment (Brush Truck)	$ 0	$ 0	$ 62,705	$ 0
$ 114,908	421-1515-536.64-00	CA2301	Machinery & Equipment (Field Services)	$ 84,060	$ 84,060	$ 198,968	$ 0
$ 149,396	421-4120-536.64-00	CA2301	Machinery & Equipment (Sellers)	$ 67,763	$ 67,763	$ 217,159	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 327,009	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

3540 Fleet has a replacement Service Truck for FY-2024 The final quote is more than the budget amount. 3560 Facilities has a replacement bucket truck for FY-2024 the final quote for this truck is less than the budget. This BAF would move the funds need to purchase the Fleet Service Truck from the remaining balance of the Bucket Truck. In addition to this transfer, a Budget Amendment moving FY23 Unencumbered Capital for Vehicles, is being rolled to FY24 Machinery & Equipment in the ARPA and Water/Sewer Funds. Agenda 23-658

COUNCIL/BOARD APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/23 RESOLUTION #: 2023-132

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.

Tony Jones Digitally signed by Tony Jones Date: 2023.11.06 13:58:24 -05'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.11.06 14:35:02 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.11.06 14:08:27 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.11.06 13:06:19 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

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Sourcewell

Solicitation Number: RFP #060920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Autocar Truck, LLC/Autocar Industries LLC, 4680 Pinson Valley Parkway, Birmingham, AL 35215 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

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by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
    b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

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promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 7/30/2020 | 5:40 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 8/28/2020 | 3:48 PM CDT

Autocar Truck, LLC/Autocar Industries LLC

DocuSigned by:
By: Hilton Diamond
81FA2730257C4EC...
Hilton Diamond
Title: CFO

Date: 8/28/2020 | 3:46 PM CDT

DocuSign Envelope ID: BADE2737-6234-4F0D-83E0-52DB99C9F5F8

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Autocar Truck, LLC
Address:	4680 Pinson Valley Parkway Birmingham, AL 35215
Contact:	Craig Teune
Email:	cteune@autocartruck.com
Phone:	765-489-5499
HST#:	36-4429858

Submission Details

Created On:	Wednesday April 29, 2020 15:49:53
Submitted On:	Wednesday June 03, 2020 12:06:51
Submitted By:	Craig Teune
Email:	cteune@autocartruck.com
Transaction #:	eb0b4eb0-a41d-4379-8da6-04f2d171c056
Submitter's IP Address:	73.110.1.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Autocar Truck, LLC/ Autocar Industries LLC	*
2	Proposer Address:	4680 Pinson Valley Parkway, Birmingham, AL 35215	*
3	Proposer website address:	www.autocartruck.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hilton Diamond-CFO or Craig Teune-Director of Sales Application, 4680 Pinson Valley Parkway, Birmingham, AL 35215, cteune@autocartruck.com, 765-545-0539	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Craig Teune, Director of Sales Application, 4680 Pinson Valley Parkway, Birmingham, AL 35215, cteune@autocartruck.com, 765-545-0539	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Wright, Sr. VP of Fleet Sales, 4680 Pinson Valley Parkway, Birmingham, AL 35215, dwright@autocartruck.com, 765-602-3466	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Autocar was founded in 1897 as a "tech startup" in Pittsburgh and is the oldest motor vehicle brand in the Western Hemisphere, older even than Buick, Cadillac, or Ford. Autocar quickly became an innovative pioneer in the new automotive industry and built America's first motor truck, in 1899. Many innovations common in all cars and trucks were first introduced by Autocar, such as the drive shaft and oil circulating through an engine. Autocar #1 is in the Smithsonian National Museum of American History. Autocar's dedication to meeting severe-duty customers' needs led to leadership in building trucks of all kinds, including refuse trucks for waste haulers all across the United States. Autocar was among the first to build trucks to handle dumpsters, even in the 1930s. Autocar built a whole fleet of early elevator body trucks for New York City, the precursors to today's compactor bodies. Autocar was also an innovator in engines and introduced some of the earliest trucks powered by reliable, high-torque Cummins Diesel engines. For the past 19 years, Autocar has been 100% American-owned by GVW Group and every Autocar is built by American hands at our facilities in Birmingham, Alabama or Hagerstown, Indiana. Today, Autocar is the only American truck manufacturer focused on trucks for severe-duty vocational applications. But above all, Autocar is focused on our customers: We don't just build trucks, we provide a complete tool - a whole system - that helps our customers to be more successful and to achieve their challenging objectives. Autocar is totally different. Our success competing against companies 100 times our size is driven by our different approach to every aspect of our – and our customers' – business. The most important is our guiding principal, posted everywhere around our facilities: "The Customer is Our Boss". We have shaped every business activity in Autocar to make this principal a reality: ■ We define our customers differently ■ We build relationships with our customer differently ■ We work with and sell to our customers differently ■ We specify our trucks differently ■ We custom-engineer our trucks differently ■ We build our trucks differently ■ We provide service, training, and warranty support differently ■ We innovate our product improvements differently As a result, Autocar has earned the right to serve hundreds of customers including most major cities in the United States and Canada, such as Chicago, Los Angeles, Houston, Miami, Baltimore, and Charlotte, most national waste-hauling fleets, and many of the largest retailers, food manufacturers, and freight logistics companies in North America. Our slogan, Always Up®, isn't just some fancy promise – it's a state of mind. Always Up means we work intimately with our customers so that every single one of our trucks is purpose-built to fit the specific needs of their business and stay in service. Always Up also means our Autocar Solutions® 24/7 service command center solves our customers' technical issues and coordinates our network of hundreds of authorized Autocar service locations across the United States and Canada.	*
8	What are your company's expectations in the event of an award?	Autocar Truck with a Sourcewell award will continue to market, sell and service class 7 & 8 truck chassis. We intend to grow the business year after year from the current contract we hold by aggressively marketing and promoting the new contract. The Sourcewell contract will provide an avenue for Autocar to market to all members and provide them the resource to purchase long term value over up front price and select the best vendor for their needs. The contract assures them of being able to leverage National discounted pricing while utilizing a transparent and trackable process. Having a conventional now to add to our line-up of cabover products will open many more markets in the government sector. Thru our own sales force, the salesforce of our National dealer network and the addition of a conventional cab product we see continued growth and success in the US and Canada should we be awarded this contract. We plan to promote Sourcewell to smaller and larger government agencies alike with press releases, social media, email marketing campaigns, trade shows, etc. Our sales force as well as the national dealer sales force will receive continued training and marketing materials thru not only our national and regional meetings but by attending Sourcewell regional training events.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Autocar, LLC/Autocar Industries, LLC are private, closely held affiliated companies that maintain a policy of not disclosing financial statements. These affiliated companies are owned by Andrew Taitz Entities and the Autocar Management Team. The Autocar, LLC Company officers are: Andrew Taitz- CEO James M. Johnston- President Hilton Diamond- CFO Jeffrey Leeb- General Counsel and Secretary In 2019 the companies reflected net sales in excess of 400 million and total asset in excess of 150 million with no long term debt. The company continues to be cash flow positive and profitable. Attached is copy of our credit reference letter with Bank and Credit reference included as well as Federal ID and Dunns Number.	*

10	What is your US market share for the solutions that you are proposing?	Autocar's market share in the US was 25.9% during calendar year 2019.	*
11	What is your Canadian market share for the solutions that you are proposing?	Autocar's market share in Canada was 28.9% during calendar year 2019.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer (b) Autocar is a medium and heavy duty truck manufacturer with both employees and third party dealers who sell trucks, service trucks and sell truck parts. Autocar and its part affiliate truck sales, parts sales and field service teams who are assigned to and cover specific territories and travel the entire US including Alaska and Hawaii as well as Canada. We also have inside sales and customer service teams locating in AL and IN as well as parts distribution centers in KY, PA, CA and Canada. Autocar does not own any dealerships but instead has written sales and service agreements with independent third party truck dealerships in all 50 States and all provinces of Canada. Contained in these agreements we have certain operational requirements including sales agreements, warranty repairs and use of Autocar's trademarks. Autocar has the ability to use all these channels to sell, service and market in all 50 states and all provinces in Canada. Autocar will keep its dealers well informed regarding the use and authorization to accept purchase orders pursuant to any contract resulting from this RFP, should Autocar be awarded this contract.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a motor vehicle manufacturer, Autocar is required to be and is actually registered with the U.S. National Highway Transportation Safety Administration (NHTSA) and Transport Canada (TC) and obtains World Makers Identifiers (WMI's) it uses in the creation of Vehicle Identification Numbers (VIN's). Autocar certifies its products compliance with HNTSA and TC regulations as well as Green House Gas regulations, OSHA, EPA and others.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Autocar does directly look for or receive awards but we support several organizations and customers in sponsoring award program for our market areas. Autocar is actively participating in sponsoring industry award programs that recognize the end user for their accomplishments. These include but not limited to SWANA's Annual Safety Awards, Driver of the Year awards, Truck Rodeo's for various local SWANA chapters, etc. We also support several of our customers who have been the recipient of various awards such as City of San Antonio for 2019 Best Safety Award from SWANA and Greenville SC for Gov & Fleet Best Mid-Level Fleet Award in 2017 among others.	*
17	What percentage of your sales are to the governmental sector in the past three years	2017-28.5%, 2018- 21%, 2019- 23%	*
18	What percentage of your sales are to the education sector in the past three years	1% or less, as we do sell to some Universities who pick up trash it any amounts to a couple per year. Education sectors do not purchase volumes of class 7-8 chassis as a whole	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Autocar does not hold any contracts outside Sourcewell	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Autocar does not hold any contracts Other than Sourcewell contract #081716-ATC, Autocar is aware that some of Autocar's dealers occasionally hold cooperative purchasing contracts, and several body builders and their dealers are cooperative purchase contract holders. Due to the fact that Autocar is not the contract holder is these situations we do not have annual sales volume numbers for these. Some of the contract we are aware our dealers hold are: Florida Sheriff's Bid Texas Buy Board HGAC (Texas) VIP Voucher program in New York City Autocar has also provided pricing to Heil, McNeilus, Labrie and Newway for their awarded Sourcewell contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County	Daniel Diaz-Fleet Manager	305-514-6691	*
City of Chicago	Kevin Campbell- Manager Fleet Services	312-743-3582	*
City of San Diego	Ralph Monroy-Equipment Manager	619-420-8129	*
City of Cleveland	Jeff Brown- Commissioner	216-420-8129	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Dallas	Government	Texas - TX	Refuse vehicles	67	$10,365,000	*
District of Columbia, DC	Government	District of Columbia - DC	Refuse vehicles	60	$7,200,000	*
City of Houston	Government	Texas - TX	Refuse vehicles	92	$13,800,000	*
City of Sacramento	Government	California - CA	Refuse vehicles	49	$7,800,000	*
City of Orlando	Government	Florida - FL	Refuse vehicles	47	$7,050,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Autocar has a direct sales force of 24 full time sales persons located both at our plants and regionally located in their respective territories that cover the entire US & Canada. They live within their respective territories and have both direct contact with the end user as well as train our dealer organization on our products.	*
24	Dealer network or other distribution methods.	Autocar dealer network consist of 454 dealers of which 97 are selling dealer located in both the US and Canada. Our direct sales force works with them as well as direct with customers to promote and service Autocar products	*
25	Service force.	Autocar has 20 inside and regional located full time service to service our customers and dealers. In addition we utilize the thousands of service technicians employed by our 454 dealers to service our product supported by our 24/7 inside "solution" team for help in diagnosis and repair located at www.autocartruck.com. Always up means we support the truck from the factory direct to the customer or thru our dealer network which ever our customer's prefer.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We support our customers different than anyone in the industry. Customer or any one of our dealers have access thru our website (www.autocartruck.com) to the "solution" portal. We respond on average in 15 minutes during normal hours (7-7 eastern) and within 30 minutes after hours. The response is direct from our service team and designed to support the technician in anything they need, whether its diagnostic help, wire diagrams, parts help, etc. for the life of the truck not just under warranty. A ticket is opened when the request comes in and does not close until the truck is repaired and able to go back to work documenting all steps and time needed to repair the vehicle. This is free of charge to our customers and truly a game changer in the industry. Always up means we always support the owners of trucks, keep them working and repaired faster when needed.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Autocar's future is intertwined with all of our municipal customer. We have a nationwide network of our direct sales force as well as 97 selling dealers selling in the US and Canada. Sourcewell has been a huge value in providing our existing customers as well brining in new customers and giving them an option when it comes to purchasing vehicles. We will continue to promote our Sourcewell contract should we be granted one with regional training sessions for our dealers and internal sales force.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Autocar is active selling and servicing the Canadian market with a dedicated Regional Business Manager living in and responsible to the Canadian market. He works with our Canadian dealer network as well as direct with our customers. We would aggressively market the contract with this team specific to the Canadian market as a viable way for them to purchase the Autocar products.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, Autocar services all areas of the US and Canada	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None- Autocar operates and sells in all 50 states and all provinces of Canada	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions and currently have customers in Alaska, Hawaii and Guam	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Autocar enthusiastically has made the current Sourcewell contract a central feature of our marketing program to all government-related customers and we plan to expand our efforts should we be awarded a new contract. Details of the Sourcewell award will be communicated to the Autocar sales teams at a National Sales Meeting, shared on our internal digital collaboration tool, and discussed at weekly sales meetings through the life of the award. Autocar's dedicated Municipal sales teams (built around the specific applications municipal buyers focus on, such a road maintenance, solid waste collection, park district operations, and universities) will take the lead to ensure all Autocar sales personnel are meeting our objectives to reach Sourcewell members with the information they need to take advantage of the Autocar Sourcewell contract. The Autocar account service teams will be allocated geographic territories and make early contact with Sourcewell members to inform them of the award and learn about their specific needs. Autocar plans to promote its membership in Sourcewell via press release, social media, and email marketing campaigns. Autocar dealers and service centers across North America will be advised of our award by Sourcewell and the benefits to Sourcewell members of working with Autocar. Autocar also promotes our Sourcewell contract at all trade shows, whether major events, such as Waste Expo, or smaller events, such as regional SWANA events which take place throughout the year and across the country.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Autocar uses sophisticated digital marketing techniques to reach and sell to hundreds of thousands of potential customers each month and has greatly expanded these programs since the previous contract award by Sourcewell. Autocar advertises in digital media, such as Google and also on trade association websites, and successfully sells millions of dollars of trucks each year via leads obtained through this advertising program. Social media, such as Facebook, Twitter, LinkedIn, and Instagram each have their own target audiences in the municipal and government markets. These rapidly expanding tools are used by Autocar to reach and interact with literally hundreds of thousands of customers and fans weekly – and are leveraged to reach Sourcewell members. Autocar features Sourcewell members in many of its social media posts, celebrating their successes. Some of these Sourcewell members are also featured in Autocar's annual printed calendar, distributed to thousands of truck owners and operators, which then provides additional digital content to be promoted each month. This underscores Autocar's commitment to the municipal market and generates new leads from incremental municipal customers. Autocar encourages these customers to leverage their Sourcewell membership in purchasing, including encouraging them to join Sourcewell if they are not yet members. Finally, email marketing campaigns featuring Autocar products, useful information to improve performance, and the benefits of the Sourcewell award will be crafted to remind municipal and governmental customers to take advantage of the advantages of buying under Sourcewell. These campaigns are sent to thousands of verified buyers and influencers working within Sourcewell member organizations.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Soucewell's national contracts offer a timesaving efficient procurement process for government and education. Sourcewell offers their members the opportunity to purchase the products they need at discounted prices while saving both time and money by forgoing the traditional bid writing, publishing and award process. The member can be assured they are taking advantage of the discounts/buying power offered from the awarded contract holders to the members. Holding a Sourcewell awarded contract allows the Autocar sales team together with our National dealer network salesforce to communicate a unified sales process and utilize the national awarded Sourcewell contract. Using the Sourcewell contract allows Autocar to benefit from not having to respond to hundreds of individual bids and pass on savings to Sourcewell members from those efficiencies. Autocar will integrate the Sourcewell marketing support with our marketing plan for the contract as well as take advantage of regional sales programs, local, regional and national trade shows to promote the Sourcewell contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Autocar chassis are custom engineered for our customers. The trucks must be correct for the job required so we do not have a e-procurment ordering process as we must understand the spec from the customer and ensure we build the correct truck for his application. This would not be possible with an e-procurement process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Autocar provides its customers unlimited online free training for all its products for the life of the vehicle. We offer both live webinars as well as recorded sessions for diagnostic, service and operation of it vehicles. We also offer CNG classes for those new to CNG on line as well. Live classes are offered in a regular schedule published on line on our website at www.autocartruck.com. The websites offers prerecorded downloadable sessions as well for Autocar customers.	*
37	Describe any technological advances that your proposed products or services offer.	Autocar – ever since its founding as in 1897 – has been a leader in bring new technologies to our customers so they can improve their operations. The past year has been no exception and our program for the next few years is filled with further valuable innovations we are bringing to market. First, Autocar has launched the breakthrough DC-64 conventional truck, packed with a bevy of technological advances including the first ever ultra-high-strength 160 KSI steel frame that is 24% stronger and lighter than competitive trucks. Another innovation in the DC-64 model is the all-new cab, engineered for safety and durability - always our first objectives. The new DC cab is built from a combination of engineered steel, judiciously chosen aluminum components, and robust steel corner castings. We also maximized driver visibility, with a steeply raked wraparound windshield for upward and forward visibility and large rear corner windows standard, very rare in class 8 conventional cabs. The best way to stay safe is to see all around and avoid getting into trouble in the first place. The DC's focus on safety is expected to help Autocar maintain its admirable safety record. Data from the Federal Motor Carrier Safety Administration shows that in 2018 Autocar's Class 8 refuse cabover trucks had 20% fewer accidents per truck than all other competitors, and 40% fewer accidents with injuries per truck. The DC-64 and also our ACX cabover model feature our totally upgraded electric system with advanced diagnostic capabilities and numerous features to resist wear and damage. Both models also feature the Autocar Always Up® in-cab digital display for both drivers and technicians, with game-changing "one-touch diagnostics". It actually tells the operator or technician what fault has occurred and shows them how to repair. It gets trucks back into service faster than any other system available in heavy trucks. Finally, in 2020 Autocar is introducing a radically better telematics system which communicates over 4,000 potential faults and other truck operating conditions to truck management and maintenance staff – all in real time. This information is accessible on any digital device, including smartphones and tablets, and allows operators to maximize their uptime, prevent problems before they interfere with customer service, and pre-plan maintenance to reduce costs. The system also provides valuable information on driver behavior to help management coach behaviors that increase safety and reduce operating costs.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. Autocar is certified with the EPA Clean Air act (certificate attached). Autocar has always lead in CNG production and continues to be the market leader in class 7 & 8 vocational CNG powered trucks. We integrate the CNG engines directly into our chassis without the need for conversion and are uniquely integrated into our electronics and cooling system. We continue to be CARB (California Air Resource Board) certified with the Cummins Near Zero emission CNG engines and we work with other local Clean City initiatives to help our customers meet GHG goals. Many of our customers are able to take advantage of local "Green Initiative" funding opportunities as the result of using the Autocar chassis with CNG and clean diesel technologies offered. We also offer the EMP fan system as a factory option offering customer a unique fan system developed to reduce Green House Gas (GHG) and save fuel during normal operation of the vehicle Autocar will continue to lead in development in Green technologies and are testing our EV (electric drivetrain vehicle) and anticipate offering it as an option to Sourcewell member when testing is complete	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Autocar is the market leader is and has been the market leader in Green Technologies with aprox 60% of chassis produced in Alabama powered by Compressed Natural Gas (CNG) Cummins engines as well as Fully electric drive class 7 & 8 vehicles currently in testing/development. We are certified by the EPA Clean Air act (certificate attached) as well as CARB.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	One of Autocar's valued dealers, Chastang Ford located in Houston TX is a certified Historically Underutilized Business (HIB) in TX and is also a MBE as recognized by Houston Minority Supplier Development Council	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Autocar is the only truck manufacturer that is 100% American owned and build all its trucks in America. Every Autocar truck is hand-built (no robots!) by our skilled team-members in Birmingham, Alabama and Hagerstown Indiana. Next, Autocar is the only major American truck manufacturer focused on trucks for severe-duty vocational applications. But above all, Autocar is focused on our customers. Posted all over our facilities are banners reminding each of us, "The Customer Is Our Boss." So, we don't just build trucks, we provide a complete tool - a whole system - that helps our customers to be more successful and to achieve their most challenging objectives. Our slogan, "Always Up®" isn't just some fancy promise – it's a state of mind. It's what our customers want. It's what we live. Who's up first in the mornings? The sun. The early birds. The hardest workers. And the hardest working trucks. Always Up means we work intimately with our customers so that every single one of our trucks is purpose-built to fit the specific needs of their operation and stay in service. Always Up also means our Autocar Solutions® 24/7 service command center solves our customers' technical issues and coordinates our network of hundreds of authorized Autocar service locations across the United States and Canada. We encourage every potential customer to visit an Autocar facility so they can see first-hand how different our approach is and that everything we do is focused on helping our customers be successful.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Autocar's warranty covers parts and labor for all components and parts installed by Autocar Truck. For details please refer to the Autocar Warranty certificate attached	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Autocar does not impose any unusual restrictions on warranty coverage outside maintenance items and abuse covered in our Warranty certificate. Autocar's customer service dept. supports the provision of both warranty support and post-warranty support.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Autocar customer support will assist in warranty support whether it is with our field personnel repairing a problem directly, assisting the customer is repairing the vehicle thru free smart phone video or manage and assist the dealer in repair. As a policy we do not automatically cover travel time to perform repairs but assist in repairs to limit any travel time required	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If Autocar finds a remote location where we are not able provide a viable option for certified technician to repair the vehicle Autocar has live 24/7 tech assistance, remote diagnostic, video app and training. We often set up remote locations with in-house warranty, ship parts free of charge and reimburse at an in house labor rate. With live support and remote diagnostic many of our remote customers find this a better solution to repair their Autocar vehicles.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Autocar covers any component installed as part of the original equipment and spelled out in our warranty certificate. Drivetrain components like Cummins engine and Allison transmission are part of our agreement and spelled out in our certificate. They are administered through our authorized Autocar service centers.	*
47	What are your proposed exchange and return programs and policies?	While under warranty if the member decides they would like to do in house warranty thru our "solution" system, and are qualified to do so we will ship the replacement part direct to the member and inform them if the return is required. This is something unique Autocar offers directly to our customers as we give them the option of doing what serves their needs the best.	*
48	Describe any service contract options for the items included in your proposal.	Autocar does not directly offer service contract as a manufacture however most of our Nationwide authorized dealers do offer service contract and can quote directly to the member	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our terms are net 15 days to our dealer and as the nature of our product terms for payments can range from 15 days to 210 days for Sourcewell member. The dealer will list out any terms and interest charges to the Sourcewell member that go beyond 15 days depending on what term the member requests.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Our extensive dealer network locations have a multitude of finance options for Sourcewell member ranging from Municipal lease to straight forward finance options and can offer to the member if needed and help to find the best suited option for the member.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Autocar truck is a manufacture and our extensive dealer network will process the completed contract/purchase order. An option in our spec tool (Adnet) will need to be selected in order obtain a price which will come direct from Autocar. When the Sourcewell member purchases off the said quotation thru the dealer, the system which will identify it as a Sourcewell sales for tracking, recording and reporting and will be part of the permanent record. In the instance that a member may want to purchase a stock unit the quotation will still come direct from Autocar so the unit(s) can be added to the quarterly Sourcewell report and tracked. The Sourcewell member can chose which dealer he would like to use as all Sourcewell member pricing will be set by Autocar.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	NO	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Price SKU attached with all base model bid and discount shown. All pricing is per published MSRP in our truck configurator (ADNET) and all Sourcewell members will receive a 20% discount based on ADNET published MSRP.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell member pricing will be a discounted from list price by 20% off MSRP based on our published MSRP in our spec tool (Adnet). This will be on both the base chassis and all published options.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are times when Autocar can realize savings based on volume orders in which case the saving would be in addition to the standard discount offered to members. Autocar would pass on any manufacture rebate programs that would come up during the course of the contract to the member. Any cost reductions from such programs will be passed on to the member.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Autocar will provide any Sourced products not available direct from Autocar at cost with no markup.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Autocar includes factory PDI to be done at a local dealer and is included in the price. Autocar on line training is also included at no charge to the member for the life of the vehicle. The member is free to add local fuel, set up, etc and it would be considered a locally sourced option and the cost would be added without mark up.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Autocar utilizes equalized Freight in North America for all products which is listed at $1,950 on the price sheet for the first ship, except the ACTT yard spotter. Since these are unique specialized vehicles, some are DOT legal and customers prefer to pick up themselves. For those that do not want to pick up themselves, we can quote delivery freight to the member as a sourced option on a individual basis.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Autocar will provide a quote at cost should any chassis need to be shipped direct to the end customer and not a body builder. Since most if not all Autocar chassis are shipped to a body builder for upfit the equalized freight program will cover the first ship to the body builder.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of the equalized freight program Autocar will ship to the first point at the equalized rate (except ACTT as outlined). This is usually the body upfitter and delivery from the body upfitter to the end customer or the Autocar dealer would be handled by the body dealer. Autocar does include and will pay for the PDI at the local distributor but freight to the dealer in most cases will be the responsibility of the body company.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Autocar is offering a discount off the base price and ALL published options which is better than typical GPO's that normally offer discounts off of just the base models	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	In our Adnet spec and order tool the sales person must select the Soucewell option in order to obtain a quote for a Sourcewell customer. This ensures all Sourcewell orders are recorded, tracked and reported thru our internal tracking system and follow the contract guidelines.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Autocar proposes a flat fee of $1,000 per truck for the use of the contract	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Autocar has 4 product lines with several variations we are proposing. The ACX class 8 Low Cab forward chassis 4x2 & 6x4 in CNG and Diesel, The ACMD class 7 & 8 Cab forward chassis 4x2 & 6x4 in CNG and Diesel, The DC Conventional chassis in class 8 4x2 & 6x4 in CNG and diesel and the ACTT yard spotter class 8 chassis 4x2 & 6x4 in diesel.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Class 7 Cabover Truck chassis Class 8 Cabover Truck Chassis Class 8 Conventional Truck Chassis Terminal Tractor Medium Duty Truck Chassis Compressed Natural Gas (CNG) powered Trucks EV Vehicles	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	(•) Yes ( ) No	COE & Conv	*
67	Class 7 chassis	(•) Yes ( ) No	COE	*
68	Class 6 chassis	( ) Yes (•) No	N/A	*
69	Class 5 chassis	( ) Yes (•) No	N/A	*
70	Class 4 chassis	( ) Yes (•) No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Autocar holds monthly meetings internally to track sales volume with breakout by account type, which included Sourcewell. We are charged with growing the segments of our business including Sourcewell driving toward continue growth year after year. We review the necessary tools needed by the sales group to drive the various market segment. These are reviewed with the outside sales force on weekly conference calls and bi-annual sales meetings. Sourcewell sales has become and will remain a measurable goal and target for growth in both refuse and the dump/plow truck market that our new conventional truck will fill.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Autocar is the market leader along all truck manufactures in Compressed Natural gas with 60% on average year after year of ACX production being CNG. We have in development and testing our own Electric vehicle for both the ACTT & ACX and anticipate bringing those to market in 2021. Autocar has always lead the industry in alternative fuels together with our customers and continued to evolve and develop common sense alternative vehicles that can work day after day, year after year.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Autocar all steel cabs are strongest in the industry providing the highest crush rating. Autocar provides best driver visibility with sharpest turning radius resulting in less backing events. The unique Autocar variable drop frame is strongest frame in the industry putting strength where it is needed most. We review weight distributions on all truck and body combinations to ensure safe and legal refuse tools. Dept. of Transportation Safety Data for the last 2 years (www.safer.fmcsa.dot.gov/) shows Autocar is 58% less likely to be involved in an accident. Also when an Autocar is involved in an accident there are 40% fewer driver injuries vs competitive units. Autocar chassis manufacturing process includes four quality gates along the production line. All cabs undergo an electrical and pneumatic operational check of all circuits and operations prior to installation on the chassis. This step greatly minimizes electrical or pneumatic failures. Different than our competitors we test every truck, not just random audits! ALL chassis must pass ALL quality checks prior to leaving the factory. -All chassis have wheels aligned -All chassis are brake tested per axle -All chassis are dyno tested -All chassis are road tested -All chassis receive a pre-body PDI (pre delivery inspection) prior to leaving our factory. -All chassis receive a post-body PDI after the body installation is complete. The steps above ensure that Autocar provides safest and highest up-time tools to Sourcewell Members!	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	We support our customers different than anyone in the industry. Customer or any one of our dealers have access thru our website (www.autocartruck.com) to the “solution” portal. We respond on average in 15 minutes during normal hours (7-7 eastern) and within 30 minutes after hours. The response is direct from our service team and designed to support the technician in anything they need, whether its diagnostic help, wire diagrams, parts help, etc. for the life of the truck not just under warranty The DC-64 and also our ACX cabover model feature our totally upgraded electric system with advanced diagnostic capabilities and numerous features to resist wear and damage. Both models also feature the Autocar Always Up® in-cab digital display for both drivers and technicians, with game-changing “one-touch diagnostics”. It actually tells the operator or technician what fault has occurred and shows them how to repair. It gets trucks back into service faster than any other system available in heavy trucks. Finally, in 2020 Autocar is introducing a radically better telematics system which communicates over 4,000 potential faults and other truck operating conditions to truck management and maintenance staff – all in real time. This information is accessible on any digital device, including smartphones and tablets, and allows operators to maximize their uptime, prevent problems before they interfere with customer service, and pre-plan maintenance to reduce costs. The system also provides valuable information on driver behavior to help management coach behaviors that increase safety and reduce operating costs.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Autocar Credit References.pdf - Monday June 01, 2020 14:30:33
- Marketing Plan/Samples - Marketing.zip - Tuesday June 02, 2020 13:02:54
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Monday June 01, 2020 14:49:17
- Pricing - Autocar Sourcewell Specification Price Sheet RFP_060920.xlsx - Tuesday June 02, 2020 13:45:24
- Additional Document - CARB & EPA certificates.zip - Tuesday June 02, 2020 13:02:33

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Craig Teune, Director of Sales Application, Autocar, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class 4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☑	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☑	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☑	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☑	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☑	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☑	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☑	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☑	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☑	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☑	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☑	--

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AMENDMENT #1
TO
CONTRACT #060920-ATC

THIS AMENDMENT is by and between **Sourcewell** and **Autocar Truck, LLC/Autocar Industries, LLC.** (Vendor).

Vendor was awarded a Sourcewell Contract for Class 4-8 Chassis with Related Equipment, Accessories, and Services effective August 28, 2020, through August 1, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Section 20. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Remainder of page intentionally left blank.

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Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 12/8/2020 | 9:46 PM CST

Autocar Truck, LLC/Autocar Industries, LLC

By: DocuSigned by: Hilton Diamond 81FA2730257C4EC...
Authorized Signature

Hilton Diamond
Name – Printed

Title: CFO

Date: 12/8/2020 | 10:59 AM CST

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 12/8/2020 | 10:18 PM CST

ACTT42 Class 8
Model Year 2023

American Commercial Equipment C/O Autocar
520 York St.
Elizabeth, NJ 07201

Prepared By : Scott Miller
+1(847)208-6884
smiller@autocartruck.com

Prepared For : City of Cocoa - Tony Jones

Sourcewell Contract #060920-ATC

Chassis Specification

9/26/2023

			Description	Front Weight	Rear Weight
	AUTOCAR TRUCKS				
S	5000005	**CAB SHELL**	ACTT SINGLE CAB	0	0
O	100U506	**CUSTOMER TYPE**	REGIONAL DOT	0	0
	SOLUTION				
O	C03000	**TERRITORY**	CUSTOM TERRITORY	0	0
O	D010123	**FRONT GAWR**	12300 LBS	0	0
O	D020227	**REAR GAWR**	22700 LBS (TIRE LIMITED)	0	0
O	D100350	**GVWR**	35000 LBS	0	0
O	D110810	**GCWR**	81,000 LBS	0	0
O	ALLI5007	**ALLISON iSCAAN**	ACTT42 50-40-20 DOT 2017ISB 200 3000 7.17 23300 81000	0	0
	VEHICLE ADAPTATION				
O	114010	**COUNTRY OF USE**	UNITED STATES STD MARKET ADAPTATION	0	0
	ENGINE				
O	1580001	**ENGINE VOCATION**	COMMERCIAL - DOMESTIC (DOT)	0	0
O	1015009	**ENGINE ASSY**	B 6.7 200 HP @ 2600RPM / 520 FT-LB, CUMMINS	0	0
O	102200	**ENGINE HORSEPOWER RATING**	200 HORSE POWER	0	0
O	972A002	**SPECIAL EMISSION CERTIFICATION LABELS**	EPA CERTIFIED - NO LABEL REQUIRED (DIESEL)	0	0
O	9724003	**CERTIFICATION-EMISSIONS**	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
	ENGINE EQUIP				
O	P010033	**VEHICLE GOVERNED SPEED LIMIT**	SPEED LIMIT 33MPH	0	0
O	P020001	**ENGINE IDLE SHUT DOWN**	ENGINE IDLE SHUT DOWN ENABLED (5 MINUTES)	0	0
O	4385003	**FILTER-FUEL, CHASSIS MOUNTED**	DAVCO 245 FILTER/WATER SEP W/12V HEAT, WATER PROBE AND PRIMER	0	0
O	1800001	**ENGINE BLOCK HEATER**	PHILLIPS 120V, 750W	5	0
O	1810004	**HEATER RECEPTACLE LOCATION-ENGINE**	RECEPTACLE LOCATED AT CAB STEPS, LH SIDE	0	0
O	2080003	**FAN & DRIVE-ENGINE**	FAN CLUTCH, VISCOUS	0	0
O	2305001	**MUFFLER SYSTEM**	SINGLE VERT DPF/SCR	0	0

O	2365000	**MUFFLER SUPPORT**	FRAME MOUNTED - OUTBOARD VERTICAL	0	0
O	8100001	**BATTERY**	2 BATTERIES, 31 ECL, 12V, 1900CCA	0	0

TRANSMISSION

O	2550009	**TORQUE CONVERTER**	TORQUE CONVERTER TC-411	0	0
O	2700022	**TRANSMISSION**	ALLISON 3000 SERIES,6-SPEED	0	0
O	2840004	**TRANSMISSION CONTROLS**	ALLISON T-HANDLE SHIFTER	3	0

FRONT AXLE

S	3700005	**FRONT AXLE**	MERITOR MFS-14 STEER AXLE, 14700# RATING	0	0

REAR AXLE

S	3300017	**REAR DRIVE AXLE-SINGLE & TANDEM**	MERITOR RS24-160, SINGLE REDUCTION AXLE	0	0
S	331717	**REAR DRIVE AXLE RATIO**	7.17	0	0

BRAKES

O	7820005	**BRAKE VALVE-PARKING CONTROL**	TRAILER/TRACTOR PARK VALVE W/ QUICK FILL TO TRAILER	0	0
O	7510004	**BRAKES-FOUNDATION, FRONT AXLE**	MERITOR 16.5X5 QP	0	0

CHASSIS

S	400116	**WHEELBASE**	116 INCHES	0	0
O	4300007	**FUEL TANK-LEFT**	50 GAL 18" RECT STEEL W/ DEEP STEP	0	0
O	4530002	**STEP-BOC ACCESS**	DUAL ACCESS STEPS RH & LH	0	0
O	4630001	**MUD FLAPS-REAR WHEEL**	MUD FLAPS W/ AUTOCAR LOGO	0	0
O	4650002	**FENDERS-REAR**	FULL FENDER, PLASTIC FLEX	0	0
O	713023	**AIR DRYER**	BENDIX ADIP W/HEAT	0	0
O	713T001	**AIR DRYER MOUNTING LOCATION**	MOUNT AIR DRYER INSIDE RAIL	0	0
O	715018	**WET TANK DRAIN**	MANUAL PULL CORD TYPE EACH TANK	1	2
O	715T004	**AIR RESERVOIR DRAIN SYSTEM**	CENTRAL MANIFOLD W/ PULL CORDS	0	0
O	8140001	**BATTERY SHUT-OFF SWITCH**	BATTERY SHUT OFF W/ LOCK OUT	0	0

CAB EXTERIOR

O	4510006	**STEP-CAB ACCESS, CAB MOUNTED**	LH ONLY DOT CAB ENTRANCE STEPS	8	0

O	462004	**MUD FLAPS-FRONT WHEEL**	FRONT FLAPS	0	0
O	5020005	**CAB DOORS**	LH DOT DOOR W/ALUMINUM SLIDING REAR DOOR	0	0
O	5080001	**CAB GUARD REAR**	TRAILER STOPS	0	0
O	5100002	**GLASS**	WINDSHIELD - LAMINATED, ALL GLASS TINTED	0	0
O	622046	**MIRRORS-DUAL WEST COAST**	STAINLESS STEEL, HEATED	2	0
O	6230001	**MIRRORS-AUXILIARY**	HEATED CONVEX MIRRORS	0	0
O	626001	**REFLECTORS - SIDE**	AMBER REFLECTORS	0	0
O	6300003	**HORN-AIR**	SINGLE ROOF MOUNTED AIR HORN	0	0

CAB INTERIOR

O	5200007	**SEAT-DRIVER**	NATIONAL 2000 STD SERIES MID BACK, AIR RIDE	0	0
O	5220003	**SEAT BELTS-DRIVER**	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR W/ EXTENDED LENGTH	0	0
O	5265002	**SEAT INSERT**	BLACK MORDURA	0	0
O	5420001	**SUN VISOR-INTERIOR**	SINGLE SEE THROUGH VISOR	0	0

CAB CLIMATE CONTROL

O	605003	**CAB VENTILATION FAN-ADDITIONAL**	SINGLE, ROOF MOUNTED	0	0

LIGHTING

O	8410002	**LAMPS-TURN SIGNAL - FRONT**	LED FRONT TURN SIGNALS	0	0
O	8510002	**LAMPS-MARKER**	AMBER LED ROOF MARKERS	0	0
O	86A0001	**ADDITIONAL SPOT LAMPS**	LH & RH REAR FACING WORKLIGHTS BELOW CAB DECK	0	0
O	8660002	**LAMPS-SPOT**	2 WORKLIGHTS, LH & RH REAR FACING ON CAB ROOF	0	0
O	8670004	**LAMPS-EMERGENCY WARNING**	STROBE LIGHT, AMBER, ECCO (6570)	0	0

RADIO/MISC

O	6280005	**WINDSHIELD WIPER**	SINGLE PANTOGRAPH INTERMITTENT W/ WASHER	0	0
O	629003	**WINDSHIELD WASHER**	STANDARD	0	0

REAR TIRES / WHEELENDS

O	9345009	**TIRE MANUFACTURER & TREAD - REAR**	DOUBLE COIN RLB452	0	0

OTHERS

O	6270001	**REFLECTORS-REAR**	CONSPICUITY TAPE	0	0	
O	7950004	**TRAILER HOSE HANGERS & SUPPORTS**	GLADHAND BUCKET, TRAILER STOP MOUNTED	0	0	
O	8910001	**TRAILER CABLE-ELECTRIC**	12 FOOT COILED TRAILER CABLES	0	0	
O	9724003	**CERTIFICATION-EMISSIONS**	COMPLIES WITH 2022 U.S. EMISSIONS	0	0	
O	974004	**CERTIFICATION-EXTERIOR NOISE**	COMPLIES W/U.S. & CANADA 80D\B\A AT 50FT	0	0	

SUB TOTALS

BASE WEIGHT	9,815	4,010	
FACTORY OPTION WEIGHT	19	2	
DISTRIBUTOR OPTION WEIGHT	0	0	

TOTALS

TOTAL WEIGHT (LB)	9,834	4,012	13,846

Prepared By Scott Miller
Quote Id : Region DOT 20 33
Phone : +1(847)208-6884
Order : 50009188
Lead Unit Sales Order : 50009188
Model : 2023 - ACTT42 Class 8

Prepared For Tony Jones
Sourcewell Contract #060920-ATC

9/26/2023

Quote Summary

Values are in U.S. Dollar

EQUIPMENT		*EACH*	*TOTAL*
ACTT42 Class 8		**$135,997.00**	**$135,997.00**
ACTT SINGLE CAB			
QUANTITY	**1**		
ADDITIONAL PURCHASED COVERAGES		$0.00	$0.00
EPA SURCHARGE		$0.00	$0.00
ADDITIONAL PRICE ADJUSTMENT		$0.00	$0.00
FACTORY CONTRACT MODIFICATION		$0.00	$0.00
OUTSIDE CONTRACT FREIGHT		$0.00	$0.00
PDI CHARGES		$0.00	$0.00
ADDITIONAL SURCHARGE		$0.00	$0.00
NORTH AMERICAN FREIGHT VIA DESIGNATED SHIPPER		$9,584.00	$9,584.00
TEMPORARY FREIGHT CHARGE		$0.00	$0.00
TOTAL EQUIPMENT PRICE		**$145,581.00**	**$145,581.00**

OTHER CHARGES	*EACH*	*TOTAL*
FET AMOUNT TOTAL	$0.00	$0.00
STATE TAX/OTHER FEES	$0.00	$0.00
TOTAL QUOTE	**$145,581.00**	**$145,581.00**

_____ _____

Dealer Signature *Customer Signature*

_____ _____

Date *Date*

- By signing the Quote Summary, Customer approves the information contained in the Quote, subject to final approval by Autocar. Autocar endeavors to provide but does not guarantee error-free Quotes. All price quotations are for informational purposes only, and prices are subject to change without notice. Final prices will be reflected on the invoice for the Autocar chassis or on a document expressly evidencing Autocar's intent to be bound. Autocar may substitute comparable components for those listed on any quote. Estimates of unloaded weight distribution are provided for informational purposes only, are not guaranteed by Autocar and do not take into account vehicle application, body type or other modifications. Autocar is not responsible for modifications to the Autocar chassis after shipment from the Autocar assembly plant. Modifications by body builders and other upfitters or converters may void the Autocar limited warranty in whole or in part.

- Autocar will deliver the Autocar chassis to the designated agent for delivery.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract
No. 25100000-23-STC
For
Motor Vehicles

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Step One Automotive dba Ford Crestview** (Contractor), collectively referred to herein as the "Parties."

Accordingly, for the good and mutual consideration hereby acknowledged, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for two years. The Initial Contract Term shall begin on May 17, 2023. The Contract shall expire on May 16, 2025, unless terminated earlier in accordance with the Special Contract Conditions and Additional Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract for one year, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

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a) This Contract document
b) Exhibit A, Scope of Work
c) Exhibit B, Cost Sheet (Group 1 – 7)
d) Exhibit C, STC Additional Special Contract Conditions
e) Exhibit D, Special Contract Conditions
f) Exhibit E, Price Quote Form (PQF)
g) Exhibit F, Acknowledgement of Order Form

IV. Contract Management.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Todd Carter
Step One Automotive dba Ford Crestview
4060 Ferdon Blvd
Crestview, FL 32536
Telephone: (602) 430-7329
Email: TCarter@StepOneAuto.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Step One Automotive
dba Ford Crestview

DocuSigned by:
ERIC JORE
0A03D315BE3048A...

Eric Jore

5/16/2023 | 11:40 AM EDT

Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
5E01A0D360ED47C...

Secretary, Pedro Allende

5/17/2023 | 1:37 PM EDT

Date:

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Exhibit A
Scope of Work

1. Purpose

To provide Customers with new and unused Motor Vehicles on a statewide basis, pursuant to the terms set forth in this Scope of Work. Contractors shall provide Motor Vehicles and applicable Options in accordance with the scope contained herein. All State Agencies shall comply with section 287.151, Florida Statutes, when purchasing under this Contract. The Motor Vehicles offered under the Contract shall be classified under the following Groups and Sub-Groups, which are listed and described as follows:

- Group 1: Law Enforcement Vehicles
  - Sub-Group A: Police Pursuit Vehicles
  - Sub-Group B: Special Service Vehicles
  - Sub-Group C: Transport Vans
  - Sub-Group D: Non-Specialized Vehicles for Law Enforcement Use Only
  - Sub-Group E: Motorcycles
- Group 2: Sedans and Hatchbacks
  - Sub-Group A: Sedans
  - Sub-Group B: Hatchbacks
- Group 3: Minivans and Vans
  - Sub-Group A: Minivans
  - Sub-Group B: Vans
  - Sub-Group C: Cutaways/Chassis Cabs
- Group 4: Sport Utility Vehicles
  - Sub-Group A: Crossover Sport Utility Vehicles
  - Sub-Group B: Traditional Sport Utility Vehicles
- Group 5: Light Duty Trucks
  - Sub-Group A: Compact and Mid-Size Pickup Trucks
  - Sub-Group B: Full-Size Pickup Trucks
- Group 6: Medium Duty Trucks
  - Sub-Group A: Pickup Trucks
  - Sub-Group B: Chassis Cabs
- Group 7: Low Speed Vehicles

2. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Brand – A particular name under which a Motor Vehicle or Option is sold by a Manufacturer. Examples include, but are not limited to: Ford, GMC, Chevrolet, Nissan, Toyota, etc.

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Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, Florida Statutes, from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, Florida Statutes.

Commodity Code – The State's numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor resulting from ITB No. 23-25100000-ITB.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters into a Contract with the Department as a result of receiving an award from ITB No. 23-25100000-ITB. A Contractor can be a Manufacturer or Dealer.

Cost – The actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

Cost Plus Percentage – The percentage the Contractor is allowed to charge above the Cost of the Model and applicable Options.

Customer – A State agency or Eligible User.

Dealer – A Manufacturer's certified dealer who has been authorized by the Manufacturer to market, sell, provide, and service the Models or Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001, Florida Administrative Code.

Free on Board (FOB) Destination – A shipping method as defined in section 672.319(1)(b), Florida Statutes.

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Group – A series of Models with applicable Commodity Codes, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

Manufacturer – The original producer of a Motor Vehicle or Option, which may be sold under a Brand name. Examples include, but are not limited to: Ford Motor Company, General Motors (GM), Nissan Motor Corporation, Toyota Motor Corporation, etc.

Manufacturer's Last Order Date – The final date the Manufacturer stops accepting orders for a Model, either for a specific production year or overall (i.e., the discontinuation of a Model).

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities or services without the benefit of the Contract.

Model – A particular name used to identify a collection of Motor Vehicles that are sold under the same Brand name and are similar in style and appearance. Examples include, but are not limited to, Ford F-150, GMC Sierra, Chevrolet Suburban, Nissan Titan, Toyota Corolla, etc.

Motor Vehicle – A specific vehicle that meets the definition of "Motor vehicle" contained in section 320.01(1), Florida Statutes, or a specific vehicle that meets the definition of "Low-speed vehicle" as contained in section 320.01(41), Florida Statutes. The term includes all Options that are attached to or provided with the vehicle when it is manufactured. The Cost Plus Percentage shown in Attachment C, Cost Sheet (Group 1 – 7), shall apply to the Cost for the Motor Vehicle, regardless of whether any Options were specifically requested by the Customer or are considered "standard" or "optional" for the trim level ordered by the Customer.

Options – Options which meet the requirements, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Motor Vehicle by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry. Options include the following types:

- Non-Original Equipment Manufacturer (OEM) Option – A new and unused Option intended for the Motor Vehicle that is produced by a party other than the OEM. May also be referred to as an aftermarket Option.

- OEM Option - A new and unused Option intended for the Motor Vehicle that is produced by the OEM.

State – The State of Florida.

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Sub-Group – A specific series of Models within a Group, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

3. Minimum Specifications and Standards

The Contractor shall ensure all Motor Vehicles and Options offered under this Contract comply with the following:

a. Designed, constructed, equipped, assembled, and installed to be fully suitable for their intended use, purpose, and service pursuant to this Scope of Work;

b. New and unused (except as specified in the Transportation and Delivery section of this Scope of Work), for the Manufacturer's latest Model year available,of current or recent production, and of the latest available design and construction;

c. Include all features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current procedures and requirements for the applicable Manufacturer's Motor Vehicles;

d. Free of damage, defect, and rust which may affect appearance,operability, functionality, or serviceability;

e. Motor Vehicles and Options ordered by the Customer are fully compatible with each other;

f. Comply with current legal, customary, reasonable, and professional standards of the Motor Vehicle and transportation equipment manufacturing industry;

g. Comply with current mandatory and applicable federal and State of Florida Motor Vehicles standards and requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

4. Advertising and Marketing

No Dealer's advertising and identification (name, logos, etc.) is permitted on any Commodity offered under this Contract. The Manufacturer's advertising and identification (name, Model, logos, etc.) is permitted on any Commodity provided under this Contract if such advertising and identification is a Manufacturer's practice. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising and identification. The Department and Customers reserve the right to, in their sole discretion, determine what advertising and identification is considered unacceptable under this Contract.

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5. Luxury, Performance, or Sport Motor Vehicles or Options

No luxury, performance, or sport Motor Vehicles or Options shall be permitted under this Contract. The Bureau of Fleet Management and the Contract Manager shall determine what is considered luxury, performance, or sport. All Options and equipment must be approved by the Bureau of Fleet Management in accordance with 60B-1 F.A.C.

6. Installation

When installation is required, the Contractor shall be responsible for ensuring the installation of the Options in the required locations at no additional charge, as specified in the Charges and Fees section. Options shall be assembled and installed by the Manufacturer, Dealer, or at the port. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance or render it structurally or operationally unsound. Installation includes the furnishing of any materials required to install or replace the parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat andunobstructed condition, with everything in satisfactory repair and order.

6.1 Body Transfer and 3rd Party Body Installations

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Contractor must comply with section 319.21, Florida Statutes, perform Manufacturer required pre-delivery inspection, and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of aftermarket Options only. The Department reserves the right to reject an installation charge if, within the Department's sole discretion, the proposed installation charge does not align with market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of a body transfer or 3rd party body installations must be included in the Motor Vehicle's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration; however, the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

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7. Warranty Repairs and Adjustments

All warranty repairs and adjustments are covered throughout the Contract term at no additional cost to Customer(s) or the Department. The Manufacturer shall be responsible for warranty and recall services performed, regardless of whether the Contractor actually performed the service. Nothing in this section requires or allows the Contractor to require the Customer to return the Motor Vehicle to the Contractor for warranty repairs and adjustments. The Customer shall be able to return the Motor Vehicle to any location authorized by the Manufacturer to perform warranty repairs and adjustments at no additional cost to the Customer.

7.1 Extended Warranty

This Contract does not include “extended warranty” service agreements. However, the Contractor may offer Customers “extended warranty” service agreements for the maintenance and repair of Commodities after the initial warranty expires, but not as a term of this Contract. The Contractor will list this additional service as a separate item on the invoice.

8. Federal and State Standards

All requirements herein are in full and complete compliance with all federal and State of Florida laws, standards, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes but is not limited to: Federal Motor Vehicle Safety Standards (“FMVSS”), Occupational Safety and Health Administration (“OSHA”), Environmental Protection Agency (“EPA”) Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services’ safety and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of Commodities and contractual services provided. If a conflict exists, the Contractor, regardless of whether it is the Manufacturer or Dealer, shall contact the Department’s Contract Manager in writing no later than 24 hours after identification of the conflict.

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9. Warranty

The Manufacturer's warranty shall cover all Commodities and contractual services offered under the Contract. The Manufacturer's warranty is required to provide coverage against defective material, workmanship, and failure to perform. The Manufacturer's warranty coverage shall be identical to or exceed those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state, or local governments. The Manufacturer's warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Inspection and Acceptance" section. Should the Manufacturer's warranty conflict with any requirements, terms, or conditions of the Contract, the Contract requirements, terms, and conditions shall prevail. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer warranty terms and conditions.

10. Recalls

In the event there is a recall of any of the Motor Vehicle or Options, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure that defective Motor Vehicle and Options are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts related to recalls shall be at Contractor's own expense.

11. Manufacturer's Last Order Date and Production Schedule Changes

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the Department's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Date to the Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day of receiving the order.

12. Model Additions, Replacements, and Deletions

A new Model may be added to Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The Model did not exist at the time of the original procurement;
- The Model is produced under a Brand for which the Contractor was awarded;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Model falls under a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded; and

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- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor is less than or equal to the highest Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered for all Models in the same Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded.

An existing Model may be replaced by a newer Model in Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The new Model did not exist at the time of the original procurement;
- The new Model is produced under the same Brand as the existing Model;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Manufacturer's intent is to replace the existing Model with the new Model; and
- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor for the new Model is less than or equal to the Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage for the existing Model being replaced.

An existing Model may be deleted from Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if the Manufacturer discontinues production of the Model.

The Department reserves the right to delete Models, from this Contract by removing them from Attachment C, Cost Sheet (Group 1 – 7). Models may be removed at the sole discretion of the Department.

The Department reserves the exclusive right to approve or deny any addition, deletion, replacement, or other request under this section and to establish its effective date. Requests will be reviewed separately and accepted or rejected on an individual basis.

13. Price Quote Form (PQF)

Customers shall request a PQF from all Contractors awarded for a specific Model. If the Model is available from the Contractor, the Contractor shall provide Customers a completed PQF for Motor Vehicles and Options purchased under this Contract and all charges, including labor and installation, shall be itemized separately. The maximum pricing permitted shall not exceed the sum of the Cost and applied Cost Plus Percentage for the awarded Model and Options. The Customer and Contractor may negotiate a lower price.

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Upon Customer request, the completed PQF shall be provided by the Contractor and returned to the Customer within two Business Days. The Contractor will provide the price available at the time of the PQF using the latest information available from the manufacturer at the time and considering Options or other additions to meet the Model and Options requested. The Contractor is responsible for communicating any potential price changes during the manufacturing process, and then give the Customer the option to accept the changes or cancel the purchase order. The Contractor shall be responsible for removing all non-eligible and unacceptable charges and fees under the Contract from the PQF.

At the time of quote, the PQF must be accompanied by documentation showing Cost and the added Cost Plus Percentage for the Customer. Upon delivery, the Contractor must provide documentation showing Cost and the added Cost Plus Percentage for the Customer. At a minimum, the Contractor shall provide documentation reflecting the actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

14. Department Approval (State Agency Only)
After receiving a completed PQF, the Customer will develop a justification to support price reasonableness and complete the MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment Form, which is available at:

https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment

15. Acknowledgment of Order Form
The Contractor shall email Customers with a completed Attachment I, Acknowledgment of Order Form, within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and shall not make any alterations. Failure by the Contractor to provide the Customer the Acknowledgment of Order Form within five Business Days from the date the Contractor received the Customer's order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the Motor Vehicle(s) and Options which meets the requirements, terms, and conditions herein and shall not be higher than the Cost Plus Percentage provided in Attachment C, Cost Sheet (Group 1 – 7). If the awarded Motor Vehicle(s) and Options are not available or cannot be delivered within the contractually required timeframe, the Contractor must provide a comparable Motor Vehicle(s) and Options of equal or better value which meets or exceeds the requirements, terms, and conditions herein. The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

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16. Acceptance of Order

The Contractor shall deliver the awarded Motor Vehicle(s) and Options listed on the Customer's order in accordance with the prices, Cost Plus Percentages, requirements, terms, and conditions of the Contract and the Customer's order.

17. Transportation and Delivery

The final price to the Customer shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of Motor Vehicles and Options shall be Free on Board (FOB) Destination to any location statewide as follows:

1. Motor Vehicles and Options not in stock or unavailable from a Manufacturer at the time of order must be delivered within 180 calendar days, and only based on industry delays, not to exceed 365 calendar days, after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 calendar day timeframe, due to industry delays, the Department's Contract Manager must be notified immediately by the Contractor and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.

2. Motor Vehicles and Options in stock must be delivered within 14 calendar days after receipt of the Customer's order unless an Option requires a post-Manufacturer or Dealer installation. These Options shall be delivered within 30 calendar days after receipt of the order.

Delivery of Motor Vehicles and Options is defined as the receipt by the Customer and delivered to the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor shall provide Customers a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. on Business Days and on the Customer's local time unless previously arranged and approved by the Customer in writing.

Deliveries of Motor Vehicles and Options can be made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or $0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor.

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The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All Motor Vehicles delivered by the Contractor to the Customer shall contain no less than ¼ tank of fuel as indicated by the fuel gauge at the time of delivery and receipt by the Customer.

The Contractor will perform a Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering Motor Vehicles and Options that are properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition;
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Motor Vehicle is completely assembled, unless otherwise noted by the Customer, and thoroughly tested and ready for operation upon Delivery.

All Motor Vehicles shall be delivered with the following, completed documents:

1. Manufacturer's PDI form;
2. A copy of the Customer's order;
3. Contractor's Attachment C, Cost Sheet (Group 1 – 7);
4. Manufacturer's invoice(s) for each delivered Commodity, including individual Motor Vehicle, and Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable,which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual
8. Manufacturer's warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20-day extension tag, if applicable; and
11. DHSMV 82040, Application for Certificate of Title and vehicle registration, if applicable.

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Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed documentation or that have submitted altered forms to the Customer may be cause for default proceedings and Contract termination.

18. Inspection and Acceptance

Section 6.4, Inspection and Acceptance of Commodities, of Exhibit D, Special Contract Conditions, is supplemented by adding the following:

The Customer should inspect the Motor Vehicle and Options for any physical damage. The Contractor is obligated to correct any Customer identified errors or damage at no cost to the Customer.

Inspection and acceptance shall occur at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Motor Vehicles and Options shall be the responsibility of the Contractor until inspection and acceptance by the Customer. If a Motor Vehicle or Option requires service or adjustments, as required by the Customer, the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Motor Vehicle or Option, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

19. Commodities Title and Registration

The Contractor shall title and register Motor Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by the Customer at the time of delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within thetimeframe agreed to by the Customer and the Contractor.

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In the event the Customer is permitted by law to obtain title and registration for the Motor Vehicle independent of the Contractor and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgment of Order Form. However, the Customer shall then be obligated to title and register the Motor Vehicle and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as “State”, “County”, or “City” from most county tax offices, but agency plates such as “DOT”, “DC”, “DNR”, etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the Customer’s order.
  The Customer’s order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person’s name, title, and telephone number should there be any questions.

20. Charges and Fees
All pricing under this Contract shall include the following in the Cost Plus Percentage:

1. Administrative;
2. Environmental;
3. *Tax, Tag, and Title;
4. *License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Motor Vehicle or Options according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
14. Installation (except as specified in the Body Transfer and 3rd Party Body Installations section of the SOW)

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*Customers have the right to process their own Tax, Tag, and Title and License Plate Transfer. If this occurs, the Contractor shall credit the Customer for any applicable title fees.

Charges and fees in excess of those that existed on the date the Contract was entered into may be extended to Customers only if the amount of the increase is attributable to changes in market conditions. The amount of the charge or fee extended to Customers shall not exceed the difference between the amount of the charge or fee at the time of the request for Departmental approval and the amount of the charge or fee that existed at the inception of the Contract. Prior to extending any such charge or fee to Customers, the Contractor must request the Department's approval by submitting to the Contract Manager documentation and justification for extending the amount of the charge or fee to Customers; the Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers.

The Department reserves the exclusive right to approve or deny the increase of any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the Department to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the PQF; the Contractor shall provide documentation of the Department's approval with each PQF that includes the charge or fee.

21. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

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22. MFMP Transaction Fee Report
The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department'selectronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee &Reporting section and Training for Vendors section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

23. Quarterly Sales Reports
The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within thirty (30) calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.
Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.
Quarter 2 – (October-December) – due 30 calendar days after the close of the period.
Quarter 3 – (January-March) – due 30 calendar days after the close of the period.
Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

24. Diversity Report
The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

25. Ad Hoc Reports
The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

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26. Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

27. Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. Customer's reserve the right to revise or add additional financial consequences for each order. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports to the Department	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received
Contractor will timely submit completed MFMP Transaction Fee Reports to the Department	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$250 per Calendar Day late/not received
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	PQFs are due within two Business Days following the Customer's request	$250 per occurrence of an inaccurate or untimely Price Quote Form

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Contractor will deliver Motor Vehicles with no less than a ¼ tank of fuel upon delivery to Customers	Contractor shall adhere to delivery requirements pursuant to the Transportation and Delivery section in the SOW	Upon each Motor Vehicle delivery to Customers	$50 per occurrence of a Motor Vehicle delivery with less than a ¼ tank of fuel upon delivery to Customers
Ad hoc report(s)	Provide ad hoc reports as requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor	$250 per occurrence

No favorable action will be considered for any Contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that are required under this Contract.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit C

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing. Left intentionally blank.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all

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prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The

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Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit D

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

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RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

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ORIGINAL QUOTE DATE
6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/28/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL 32014 **MSRP** $34,650.00

2024 NISSAN FRONTIER CREW CAB S 4WD 5' BED

CUSTOMER ID DEPT 4010 - ADMN LAB **NJPA PRICE** $36,177.00

BED LENGTH 5' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
QAK	Glacier White	$0.00
G	OPTIONS Charcoal, Cloth Seat Trim	$0.00
3.8L	Engine: 3.8L DI DOHC 24-Valve V6, Transmission: 9-Speed Automatic w/Oil Cooler	$0.00
BUC	FACTORY BACK UP CAMERA (STD)	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
3KR	Additional key and remote, cut and programmed.	$265.00
DTF 4 TRK	DEEP TINT FILM 4 DOORS AND BACK GLASS EXT/CREW CAB TRUCK	$280.00
TK DEFENDER-SB	Topper King Defender Fiberglass Cab High topper with sliding glass sides for short bed pickups.	$3,075.00
DECKED	DECKED® 2-Drawer Pickup Truck Bed Storage System 64.54 Two Drawer Storage System for A Full Size Pick Up Truck; DECKED Truck Bed Storage System; 64.54 in.; Made Of High Density Polyethylene; Stainless Steel Hardware; Features Cast Aluminum Handles / Galvanized Steel Subframe.	$1,620.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	$830.00
FS MPS62U-4	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle.	$810.00
	CONTRACT OPTIONS	**$6,880.00**

TRADE IN

TOTAL COST **$43,057.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$43,057.00**

Estimated Annual payments for 60 months paid in advance: $9,643.00
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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Nissan Frontier (32013) Crew Cab 4x4 S Auto *Ltd Avail* (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Nissan Frontier (32013) Crew Cab 4x4 S Auto *Ltd Avail* — MSRP:$33,490.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
32013	[Fleet] 2023 Nissan Frontier (32013) Crew Cab 4x4 S Auto *Ltd Avail*	$33,490.00
	OPTIONS	
G	Charcoal, Cloth Seat Trim	$0.00
QAK	Glacier White	$0.00
	SUBTOTAL	**$33,490.00**
	Adjustments Total	$0.00
	Destination Charge	$1,335.00
	TOTAL PRICE	**$34,825.00**

FUEL ECONOMY

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Nissan Frontier (32013) Crew Cab 4x4 S Auto *Ltd Avail* (Complete)

Est City:17 MPG

Est Highway:22 MPG

Est Highway Cruising Range:464.20 mi

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Nissan Frontier (32013) Crew Cab 4x4 S Auto *Ltd Avail* (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.8L DI DOHC 24-Valve V6
	Engine Auto Stop-Start Feature
	Transmission w/Oil Cooler
	Transmission: 9-Speed Automatic
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	3.692 Axle Ratio
	Battery w/Run Down Protection
	185 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	1 Skid Plate
	1310# Maximum Payload
	GVWR: 6,012 lbs
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Hydraulic Power-Assist Speed-Sensing Steering
	21.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control and Hill Hold Control
	Brake Actuated Limited Slip Differential
Exterior	
	Regular Box Style
	Wheels: 16" Styled Steel
	Tires: P265/70R16 All Season
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Nissan Frontier (32013) Crew Cab 4x4 S Auto *Ltd Avail* (Complete)

Exterior	
	Clearcoat Paint
	Black Rear Step Bumper
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Fixed Rear Window
	Deep Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Splash Guards
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Intelligent Auto Headlights (i-Ah) Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan, Clock and Radio Data System
	Radio: SXM/AM/FM/AUX/USB Audio System w/4 Speakers -inc: 8.0" color touch-screen display, Apple CarPlay, Android Auto, Bluetooth hands-free phone system and streaming (audio or text message), voice recognition for audio features, Siri Eyes Free, 1 USB-A and 1 USB-C front ports and steering wheel audio controls
	Integrated Roof Antenna
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Power Rear Windows

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Nissan Frontier (32013) Crew Cab 4x4 S Auto *Ltd Avail* (Complete)

Interior	
	Front Bucket Seats -inc: 6-way manual driver's seat and 4-way manual front passenger's seat
	Front Cupholder
	Proximity Key For Push Button Start Only
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
	Full Cloth Headliner
	Leatherette Door Trim Insert
	Urethane Gear Shifter Material
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Full Floor Console w/Covered Storage and 1 12V DC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Pickup Cargo Box Lights
	Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Digital/Analog Appearance
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	1 Seatback Storage Pocket
	Front Center Armrest and Rear Center Armrest
	Immobilizer

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Nissan Frontier (32013) Crew Cab 4x4 S Auto *Ltd Avail* (Complete)

Interior	
	1 12V DC Power Outlet
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Automatic Emergency Braking with Pedestrian Detection
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	RearView Monitor Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 3 Roadside Assistance Miles/km: 36,000

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **45967-1**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/3/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL W1K 101A — **MSRP** $46,175.00

2024 FORD F-150 CREW CAB 2WD XL 5.5' BED 145" WB

CUSTOMER ID PD/ADMN — **NJPA PRICE** $42,664.00

BED LENGTH 5.5' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
UM	Agate Black	$0.00
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat	$0.00
99P	Engine: 2.7L V6 EcoBoost	$0.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
101A	OPTIONS Equipment Group 101A Standard	$0.00
153	Front License Plate Bracket	$0.00
TT24	Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver, Trailer Sway Control, Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper)	$0.00
64C	Wheels: 17" Silver Steel	$0.00
X19	3.55 Axle Ratio	$0.00
___	Tires: 245/70R17 BSW A/S	$0.00
BUC	FACTORY BACK UP CAMERA (STD)	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
3KR	Additional key and remote, cut and programmed	$215.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	$700.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$290.00
STEP3-CREW	3" black tubular cab step for crew cab pickup.	$395.00
	CONTRACT OPTIONS	**$1,645.00**

TRADE IN — **TOTAL COST** **$44,309.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$44,309.00**

Estimated Annual payments for 60 months paid in advance: $9,923.39
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.

ALAN JAY FLEET SALES

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Sourcewell Formerly NJPA
Awarded Contract

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	Quote 45981-2
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
6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/28/2023

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 (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF **www.NationalAutoFleetGroup.com**

MODEL 2532 — **MSRP** $27,315.00

2023 TOYOTA CAMRY LE I4

CUSTOMER ID — **BASE VEHICLE PRICE** $26,249.00

BED LENGTH SEDAN

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
040	Exterior Color, ICE CAP	$0.00
FA20	BLACK, FABRIC SEAT TRIM	$0.00
2.5 L	CAMRY Engine: 2.5L I-4 DOHC 16-Valve -inc: VVT-i intake and exhaust, Engine Auto Stop-Start Feature, Transmission: 8-Speed Direct Shift ECT-i Automatic -inc: sequential shift mode Front-Wheel Drive	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
PBS	Remote Keyless Entry & Push Button Start	$0.00
BT	BLUE TOOTH (STD)	$0.00
MR20	All Weather Floor Mats with All Weather Cargo Mat	$409.00
BUC	FACTORY BACK UP CAMERA(STD).	$0.00
ESTIMATE	ESTIMATED INCREASE - 2024 ORDER BANK NOT YET OPEN. THIS IS A BUDGE QUOTE ONLY. ACTUAL 2023 PRICE MAY VARY UP OR DOWN.	$3,000.00
	FACTORY OPTIONS	**$3,409.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$0.00
DTF SDN	Deep tint film installed on all side and rear glass.	$300.00
3K SMART	3rd key and remote for vehicles with proximity access.	$340.00
	CONTRACT OPTIONS	**$640.00**

VEHICLE TOTAL	**$29,658.00**
MSRP DISCOUNT	**3.5%**
ACCESSORY TOTAL	**$640.00**
CUSTOMER PRICE	**$30,298.00**

TRADE IN

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$30,298.00**

Estimated Annual payments for 60 months paid in advance: $6,785.51
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.

Pricing Simulator

Simulation Date:	04/26/2023
Performed By:	Chris Wilson : Sebring Toyota
Program Code:	H7 - GOVERNMENT PROGRAM
Model Year:	2023
Model:	2532 CAMRY LE SEDAN - 8ECTI - 8 spd auto Trans w/I
Destination:	Florida

Standard Features

MECHANICAL & PERFORMANCE

- 2.5L 4-Cylinder Engine
- 203 hp @ 6600 rpm / 184 lb-ft @ 5000 rpm
- 8-Speed Transmission

SAFETY & CONVENIENCE

- Toyota Safety Sense 2.5+: Pre-Collision Sys w/Pedestrian Detection, Dynamic Radar Cruise Control, Lane Departure Alert w/Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist
- Star Safety System
- Connected Services Capable. 4G Network Dependent. See Toyota.com for details.

EXTERIOR

- 17-in Alloy Wheels
- Bi-LED Combination Headlights w/Auto On/Off Feature
- LED DRLs w/On/Off Feature

INTERIOR

- Audio - 7-in Touchscreen, 6 Speakers, Hands-Free Bluetooth Phone/Music, USB Media Port, 2 USB Charge-Ports, SiriusXM w/3-Month Platinum Trial, Android Auto & Apple CarPlay Compatible
- 4.2-in TFT Multi-Information Display
- Power Driver Seat w/Lumbar Support
- Dual-Zone Auto Climate Control
- Remote Keyless Entry System
- For Full Product Details Please Visit Toyota.com/camry

NOTE: Standard features are based on information available when this page was posted and are subject to change without notice.

Factory Accessories

BD	Blind Spot Monitor with Rear Cross Traffic Alert	$ 584
FE	50 State Emissions	NA

Est. Dealer Price per Unit*

Base Price:	$ 23,294.00
Accessories:	$ 584.00
Fleet Program Discount:	($ 540.00)
H7 Published Incentive:	($ 500.00)
Fuel Charge:	$ 16.00
Sub-total:	$ 22,854.00
DPH:	$ 1,095.00
FR & HB:	$ 810.00
Price Adjustment:	○ Plus ◉ Minus $ 810
Total Est. Price*:	**$ 23,949.00**

NOTE:
1) If you have selected a Special Color Paint, an additional charge of up to $425 will be added to your invoice. Two Tone special colors include surcharge. Please check the Price Guide for current pricing. Special Colors currently include: 0070 - Blizzard Pearl, 03T3 - Ruby Flare Pearl, 0K1X - Halo, 0089- Wind Chill Pearl, 01K5 - Moon Dust, 0219 - Celestial Black, 02SC - Supersonic Red/Midnight Black Metallic Roof, 02TB - Supersonic Red With Black Roof , 03U5 - Supersonic Red , 0090 - Oxygen White, 01L5 - Heavy Metal, 08Y7 - Hydro Blue, 03U9 - Finish Line Red, 02XM - Midnight Black Metallic/Finish Line Red, 01J6 - Elemental Silver Metallic, 04W5 - Solar Octane, 02PS - Wind Chill Pearl/Midnight Black Metallic, 02XM - Midnight Black Metallic/Finish Line Red, 02SC - Supersonic Red/Midnight Black Metallic, 02YD - Ruby Flare Pearl/Midnight Black Metallic, 02PN - Ruby Flare Pearl with Black Sand Pearl Roof, 02PU - Wind Chill Pearl with Black Sand Pearl Roof, 02VP - Black/Wind Chill Pearl, 02WC - Black/Heavy Metal, 02MR - Black/Elemental Silver, and 02TB - Black/Supersonic Red.
2) All information on this website is based on data available at time of posting, is subject to change without notice and pertains specifically to continental U.S.A. vehicles only.
3) Pricing for Post Production Options installed by the manufacturer. Actual prices for dealer installed accessories may vary. Please see your local Toyota dealer for pricing. Prices and product availability are subject to change without notice.
* Each Fleet vehicle includes a Fleet Program Discount. The Fleet Program Discount is calculated as 2% of the base MSRP with options.
** Dealer Price Excludes taxes, license, title and available or regionally required equipment. Actual dealer price may vary. Pricing, specifications, standard features and available equipment are based on information available when this page was posted and are subject to change without notice. PPO Pricing represents TMS pricing and may vary from SET and GST pricing.
DPH (Delivery, Processing and Handling Fee) Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure. Toyota may make a profit on the Delivery, Processing and Handling Fee.

Alan Jay Fleet Sales
Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✓ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Toyota Camry (2532) LE Auto (SE) MSRP:$26,220.00

Interior:Black, Fabric Seat Trim

Exterior 1:Ice Cap

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
2532	[Fleet] 2023 Toyota Camry (2532) LE Auto (SE)	$26,220.00
	OPTIONS	
040	Ice Cap	$0.00
BD	Blind Spot Monitor w/Rear Cross Traffic Alert	$680.00
FA20	Black, Fabric Seat Trim	$0.00
FE	50 State Emissions	$0.00
	CUSTOM EQUIPMENT	
MR10	Toyota All Weather Floor Mats	$330.00
	SUBTOTAL	**$27,230.00**
	Adjustments Total	$0.00

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Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.

Alan Jay Fleet Sales
Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✓ Complete)

Destination Charge	$1,095.00
TOTAL PRICE	**$28,325.00**

FUEL ECONOMY

Est City:28 MPG

Est Highway:39 MPG

Est Highway Cruising Range:616.20 mi

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Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.

Alan Jay Fleet Sales
Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 2.5L I-4 DOHC 16-Valve -inc: VVT-i intake and exhaust
	Engine Auto Stop-Start Feature
	Transmission: 8-Speed Direct Shift ECT-i Automatic -inc: sequential shift mode
	Front-Wheel Drive
	2.80 Axle Ratio
	Battery w/Run Down Protection
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Speed-Sensing Steering
	15.8 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Tires: P215/55R17 AS
	Wheels w/Silver Accents
	Wheels: 7.5J x 17" Alloy
	Steel Spare Wheel
	Compact Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert
	Body-Colored Rear Bumper
	Chrome Side Windows Trim and Black Front Windshield Trim
	Body-Colored Door Handles
	Body-Colored Power Side Mirrors w/Manual Folding
	Fixed Rear Window w/Defroster
	Light Tinted Glass
	Variable Intermittent Wipers

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Data Version: 19267. Data Updated: Apr 25, 2023 6:39:00 PM PDT.

Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✓ Complete)

Exterior	
	Galvanized Steel/Aluminum Panels
	Black Grille
	Trunk Rear Cargo Access
	Auto On/Off Projector Beam Led Low Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
	LED Brakelights
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
	Radio: Audio -inc: 7" touch-screen, 6 speakers, Android Auto and Apple CarPlay and Amazon Alexa compatible, USB media port, USB charge port, hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM w/3-month All Access trial and Connected Services (Safety Connect w/1-year trial and Wi-Fi Connect w/up to 2 GB within 3-month trial)
	Window Grid And Roof Mount Antenna
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	6-Way Passenger Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement
	60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Power Rear Windows
	Front Bucket Seats -inc: 8-way power-adjustable driver seat w/power lumbar support and 6-way adjustable front passenger seat
	Front Cupholder
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	Remote Releases -Inc: Power Cargo Access and Power Fuel
	Cruise Control w/Steering Wheel Controls
	Distance Pacing
	Dual Zone Front Automatic Air Conditioning
	HVAC -inc: Underseat Ducts

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Alan Jay Fleet Sales
Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✓ Complete)

Interior	
	Illuminated Glove Box
	Driver Foot Rest
	Interior Trim -inc: Piano Black Instrument Panel Insert and Chrome/Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Fabric Seat Trim
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
	Cargo Area Concealed Storage
	Cargo Space Lights
	FOB Controls -inc: Cargo Access and Windows
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
	Front Center Armrest and Rear Center Armrest
	1 Seatback Storage Pocket
	Perimeter Alarm
	Immobilizer

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Alan Jay Fleet Sales
Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✓ Complete)

Interior	
	1 12V DC Power Outlet
	Air Filtration
Safety-Mechanical	
	Lane Tracing Assist (LTA)
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Toyota Safety Sense (TSS) 2.5+
	Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist
	Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning
	Collision Mitigation-Front
	Tire Pressure Monitor System (TPMS) Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 2 Roadside Assistance Miles/km: Unlimited Maintenance Years: 2 Maintenance Miles/km: 25,000

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Alan Jay Fleet Sales
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Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✓ Complete)

Technical Specifications

Chassis

Weight Information

Base Curb Weight	3310 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A

Suspension

Suspension Type - Front	Strut	Suspension Type - Rear	Multi-Link
Suspension Type - Front (Cont.)	Strut	Suspension Type - Rear (Cont.)	Multi-Link
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P215/55VR17
Rear Tire Size	P215/55VR17	Spare Tire Size	Compact

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	Compact in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	37.4 ft
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12 in

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Vehicle: [Fleet] 2023 Toyota Camry (2532) LE Auto (SE) (✓ Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	11.1 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	15.8 gal	Aux Fuel Tank Capacity, Approx	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	100.4 ft³
Front Head Room	38.3 in	Front Leg Room	42.1 in
Front Shoulder Room	57.7 in	Front Hip Room	55.4 in
Second Head Room	38 in	Second Leg Room	38 in
Second Shoulder Room	55.7 in	Second Hip Room	54.7 in

Exterior Dimensions

Wheelbase	111.2 in	Length, Overall	192.1 in
Width, Max w/o mirrors	72.4 in	Height, Overall	56.9 in
Track Width, Front	62.6 in	Track Width, Rear	62.8 in
Min Ground Clearance	5.7 in	Liftover Height	N/A

Cargo Area Dimensions

Trunk Volume	15.1 ft³

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Awarded Contract

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Quote **46523-4**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999		Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221			Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 7/17/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE 10/3/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL X5H 660A — **MSRP** $60,025.00

2024 FORD F-550 SUPER CAB CHASSIS DRW 4WD XL 60"CA 168" WB

CUSTOMER ID — **NJPA PRICE** $57,761.00

BED LENGTH 60" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
18B	Platform Running Boards	$440.00
59H	Center High-Mounted Stop Lamp (CHMSL)	$0.00
660A	Order Code 660A	$0.00
872	Rear View Camera & Prep Kit	$410.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X48	4.88 Axle Ratio	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
CRUISE	CRUISE CONTROL INCLUDED	$0.00
	FACTORY OPTIONS	**$850.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
3KR	Additional key and remote, cut and programmed.	$265.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$290.00
K DYNAMIC SV100	DYNAMIC SERVICE TRUCK SV100, POLY BODY WITH 4 ROLLUP DOORS WITH LED LIGHTS, 701 STEALTH WITH SAFETY CHAINS, STRAPS AND RATCHETS, FRAME SUPPORTS, SUPER SPRINGS, PYLON DRESS UP KIT, CLUTH PUMP KIT, UPFIT SWITCHPANEL, LED LOWER WORK LIGHTS INSTALLED, TEX DECK. TO INCUDE, FRONT PUSH BUMPER WITH RAMSEY 12K WINCH AND TEX DECK FINISH ON BUMPER AND 100 GALLONG FUEL TRANSFER TANK, MOUNTED ON CARGO FLOOR 50/50	$110,081.00
FS LGND53-TA-A	Federal Signal 53'' Legend Amber Light Bar with 6-LED's per position including takedowns, alleys and traffic advisor feature with Strap kit and Compact Digital Soft Button 6 switch controller.	$2,105.00
FS MPS62U-4	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle. (AMBER/WHITE)	$810.00
GO-LIGHTDC	Model 20074GT LED GoLight with wireless hand held and dash mount controls	$825.00
TECH NOTE	Mount Go-Light on top of Lighbar	$0.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$195.00
	CONTRACT OPTIONS	**$114,616.00**

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TRADE IN

TOTAL COST **$173,227.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$173,227.00**

Estimated Annual payments for 60 months paid in advance: $38,795.72
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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA — MSRP:$56,630.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
X5H	[Fleet] 2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA	$56,630.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
18B	Platform Running Boards	$445.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
59H	Center High-Mounted Stop Lamp (CHMSL)	$0.00
660A	Order Code 660A	$0.00

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Data Version: 19948. Data Updated: Jul 16, 2023 6:50:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA (Complete)

872	Rear View Camera & Prep Kit	$415.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X48	4.88 Axle Ratio	$0.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$57,490.00**
	Adjustments Total	$0.00
	Destination Charge	$1,995.00
	TOTAL PRICE	**$59,485.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA (Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	10690# Maximum Payload
	GVWR: 18,000 lbs Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA (Complete)

Exterior	
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Fender Flares
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Front Splash Guards
	Black Grille
	Reverse Opening Rear Doors
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cab Clearance Lights
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
	Fixed Antenna
	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA (Complete)

Interior

	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 168" WB 60" CA (Complete)

Interior	
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Lane Departure Warning
	Collision Mitigation-Front
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Safety Canopy System Curtain 1st And 2nd Row Airbags
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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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

Sourcewell Formerly NJPA
Awarded Contract

ORIGINAL QUOTE DATE
10/3/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/3/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL F5G 660A — **MSRP** $54,415.00

2024 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL 84"CA 169" WB

CUSTOMER ID BUCKET TRUCK — **NJPA PRICE** $52,289.00

BED LENGTH 84" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	$0.00
99N 44G	7.3L 2V DEVCT NA PFI V8 Gas Engine with TorqShift 10-Speed Automatic Transmission.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
18B	BLACK PLATFORM RUNNING BOARDS	$315.00
62R	Transmission Power Take-Off Provision	$0.00
68M	19,500LB PAYLOAD UPGRADE PACKAGE	$1,150.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror	$410.00
X8L	4:88 AXLE RATIO LIMITED SLIP REAR DIFFERENTIAL	$390.00
PW PL	Power Windows & Locks (Incl)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
CRUISE	CRUISE CONTROL (STD)	$0.00
SYNC 4	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller, 2 LCD Monitors In The Front	$0.00
	FACTORY OPTIONS	**$2,265.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$290.00
3KR	Additional key and remote, cut and programmed.	$265.00
K 6132D54J GT	Knapheide 11' DRW Wide utility body 54'' Load Floor for 84'' CA (GMC/CHEVY Req's GTY) (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	$16,226.00
HD USOB-11-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 11' utility body.	$1,265.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$225.00
K MLS-8 GT	Master locking system 8-door bodies	$910.00
AT44 GT	FURNISH AND INSTALL AXION, MODEL AT44 AERIAL BUCKET WITH 44' WORKING HEIGH, TAILSHELF BUMPER STEP, FRONT OUTRIGGERS AND POWER TAKE OFF	$78,064.00
DROP SHIP	DROP SHIP TOGENERAL TRUCK EQUIPMENT, JACKSONVILLE, FL FOR TRUCK UPFIT	$0.00
HAV F150-CM-PREM	Havis passenger seat mount computer mount stand, premium with slide feature. (cradle sold separately)	$955.00
	CONTRACT OPTIONS	**$98,200.00**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 **www.NationalAutoFleetGroup.com**

TRADE IN

TOTAL COST **$152,754.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

$0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$152,754.00**

Estimated Annual payments for 60 months paid in advance: $34,210.61

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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA — MSRP:$54,020.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F5G	[Fleet] 2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA	$54,020.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
18B	Platform Running Boards	$320.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
660A	Order Code 660A	$0.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	$1,155.00

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

872	Rear View Camera & Prep Kit	$415.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X8L	Limited Slip w/4.88 Axle Ratio	$395.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$56,305.00**
	Adjustments Total	$0.00
	Destination Charge	$1,995.00
	TOTAL PRICE	**$58,300.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	11370# Maximum Payload
	GVWR: 18,000 lbs Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Exterior	
	Black Fender Flares
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Front Splash Guards
	Black Grille
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cab Clearance Lights
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Interior	
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Driveline Traction Control

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Vehicle: [Fleet] 2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Lane Departure Warning
	Collision Mitigation-Front
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Awarded Contract

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Quote **49260-1**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
10/13/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/13/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL 32014 **MSRP** $34,650.00

2024 NISSAN FRONTIER CREW CAB S 4WD 5' BED

CUSTOMER ID Engineering **NJPA PRICE** $35,519.00

BED LENGTH 5' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
QAK	Glacier White	$0.00
G	OPTIONS Charcoal, Cloth Seat Trim	$0.00
3.8L	Engine: 3.8L DI DOHC 24-Valve V6, Transmission: 9-Speed Automatic w/Oil Cooler	$0.00
PW PL	Power Windows & Locks (Incl)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
BUC	FACTORY BACK UP CAMERA (STD)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
3KR	Additional key and remote, cut and programmed.	$265.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.	$300.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	$735.00
	CONTRACT OPTIONS	**$1,345.00**

TRADE IN

TOTAL COST **$36,864.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$36,864.00**

Estimated Annual payments for 60 months paid in advance: $8,256.02
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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Nissan Frontier (32014) Crew Cab 4x4 S (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Nissan Frontier (32014) Crew Cab 4x4 S — MSRP:$34,070.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
32014	[Fleet] 2024 Nissan Frontier (32014) Crew Cab 4x4 S	$34,070.00
	OPTIONS	
G	Charcoal, Cloth Seat Trim	$0.00
QAK	Glacier White	$0.00
	SUBTOTAL	**$34,070.00**
	Adjustments Total	$0.00
	Destination Charge	$1,495.00
	TOTAL PRICE	**$35,565.00**

FUEL ECONOMY

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Nissan Frontier (32014) Crew Cab 4x4 S (Complete)

Est City:17 (2023) MPG

Est Highway:22 (2023) MPG

Est Highway Cruising Range:464.20 mi

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Vehicle: [Fleet] 2024 Nissan Frontier (32014) Crew Cab 4x4 S (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.8L DI DOHC 24-Valve V6
	Engine Auto Stop-Start Feature
	Transmission w/Oil Cooler
	Transmission: 9-Speed Automatic
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	3.692 Axle Ratio
	Battery w/Run Down Protection
	185 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	1 Skid Plate
	1290# Maximum Payload
	GVWR: 6,012 lbs (2,727 kgs)
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Hydraulic Power-Assist Speed-Sensing Steering
	21.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control and Hill Hold Control
	Brake Actuated Limited Slip Differential
Exterior	
	Regular Box Style
	Wheels: 16" Styled Steel
	Tires: P265/70R16 All Season
	Steel Spare Wheel

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ALAN JAY FLEET

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Vehicle: [Fleet] 2024 Nissan Frontier (32014) Crew Cab 4x4 S (Complete)

Exterior	
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Rear Step Bumper
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
	Black Door Handles
	Black Power Side Mirrors w/Manual Folding
	Fixed Rear Window
	Deep Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Intelligent Auto Headlights (i-Ah) Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan, Clock and Radio Data System
	Radio: SXM/AM/FM/AUX/USB Audio System -inc: 4 speakers, 8.0" color touch-screen display, Apple CarPlay, Android Auto, Bluetooth hands-free phone system and streaming (audio or text message), voice recognition for audio features, Siri Eyes Free, SiriusXM radio wit advanced audio features, 1 USB-A and 1 USB-C front ports and steering wheel audio controls
	Integrated Roof Antenna
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Nissan Frontier (32014) Crew Cab 4x4 S (Complete)

Interior	
	Power Rear Windows
	Front Bucket Seats -inc: 6-way manual adjustable driver seat and 4-way manual adjustable front passenger seat
	Front Cupholder
	Proximity Key For Push Button Start Only
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
	Full Cloth Headliner
	Leatherette Door Trim Insert
	Urethane Gear Shifter Material
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Full Floor Console w/Covered Storage and 1 12V DC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Pickup Cargo Box Lights
	Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Digital/Analog Appearance
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	1 Seatback Storage Pocket

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Nissan Frontier (32014) Crew Cab 4x4 S (Complete)

Interior	
	Front Center Armrest and Rear Center Armrest
	Immobilizer
	1 12V DC Power Outlet
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Intelligent Forward Collision Warning w/Automatic Emergency Braking (AEB)
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	RearView Monitor Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 3 Roadside Assistance Miles/km: 36,000

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ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	49267-1
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
10/13/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/13/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL F2A 600A — **MSRP** $47,365.00

2024 FORD F-250 REGULAR CAB 2WD XL 8' BED 142" WB

CUSTOMER ID — **NJPA PRICE** $45,413.00

BED LENGTH 8' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
600A	Order Code 600A	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	$0.00
X37	3.73 Axle Ratio	$0.00
PW PL	Power Windows & Locks (Incl)	$0.00
BUC	FACTORY BACK UP CAMERA (STD)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
HD SOB LG	HD Scorpion spray on bed liner (long bed) under rail.	$830.00
3K	Plain cut 3rd key (NO REMOTE).	$85.00
	CONTRACT OPTIONS	**$960.00**

TRADE IN

TOTAL COST **$46,373.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$46,373.00**

Estimated Annual payments for 60 months paid in advance: $10,385.64
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.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box — MSRP:$44,970.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F2A	[Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box	$44,970.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	$0.00
600A	Order Code 600A	$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	$0.00

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Data Version: 20688. Data Updated: Oct 12, 2023 6:40:00 PM PDT.

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

X37	3.73 Axle Ratio	$0.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$44,970.00**
	Adjustments Total	$0.00
	Destination Charge	$1,995.00
	TOTAL PRICE	**$46,965.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
	3.73 Axle Ratio (STD)
	GVWR: 10,000 lb Payload Package
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	160 Amp Alternator
	Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	4268# Maximum Payload
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
	Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Exterior	
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Boxside Steps
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 5G Mobile Hotspot Internet Access
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Interior	
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **45953-1**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/28/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL F2A 600A **MSRP** $47,365.00

2024 FORD F-250 REGULAR CAB 2WD XL 8' BED 142" WB

CUSTOMER ID DEPT 4025 / WATER-FIELD OPS **NJPA PRICE** $45,413.00

BED LENGTH 8' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	$0.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	$0.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
18B	Platform Running Boards	$315.00
52B	ELECTRIC BRAKE CONTROLLER (STD.)	$0.00
600A	Order Code 600A	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	$0.00
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH DASH STERIO DISPLAY, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
	FACTORY OPTIONS	**$725.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag (State Contract Included)	$0.00
3KR	Additional key and remote, cut and programmed	$215.00
K 696J	Knapheide 8' SRW utility body for 56'' CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	$9,605.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	$210.00
K AL HAR	KTEC Alum Headach Rack (Octagonal)	$1,175.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	$1,160.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$195.00
HAV F150-CM-PREM	Havis passenger seat mount computer mount stand, premium with slide feature. (cradle sold separately)	$955.00
	CONTRACT OPTIONS	**$13,515.00**

TRADE IN **TOTAL COST** **$59,653.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **6** **$357,918.00**

Estimated Annual payments for 60 months paid in advance: $13,359.82 Extended: $80,158.91
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

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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.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box — MSRP:$35,200.00

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift-G 6-Spd Auto w/SelectShift

OPTIONS

CODE	MODEL	MSRP
F2A	[Fleet] 2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box	$35,200.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
18B	Platform Running Boards	$320.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	$0.00
52B	Trailer Brake Controller	$270.00
600A	Order Code 600A	$0.00
64A	Wheels: 17" Argent Painted Steel	$0.00
90L	Power Equipment Group	$915.00
94P	Pre-Collision Assist	$115.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	$390.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$37,210.00**
	Adjustments Total	$0.00
	Destination Charge	$1,695.00
	TOTAL PRICE	**$38,905.00**

FUEL ECONOMY

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Data Version: 15128. Data Updated: Nov 12, 2021 1:28:00 AM PST.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)
	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
	157 Amp Alternator
	Class V Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	4260# Maximum Payload
	GVWR: 10,000 lb Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel
	Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Exterior	
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Seek-Scan and Clock
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents

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Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Interior	
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Manual 1st Row Windows
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags

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Data Version: 15128. Data Updated: Nov 12, 2021 1:28:00 AM PST.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✓ Complete)

Safety-Interior	
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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ALAN JAY FLEET SALES

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PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	Quote 45982-1
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

Sourcewell Formerly NJPA
Awarded Contract

ORIGINAL QUOTE DATE
6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/28/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL F4G 650A — **MSRP** $53,140.00

2024 FORD F-450 REGULAR CAB CHASSIS DRW 2WD XL 60"CA 145" WB

CUSTOMER ID DEPT 4025 — **NJPA PRICE** $51,045.00

BED LENGTH 60" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
18B	Platform Running Boards	$315.00
650A	Order Code 650A	$0.00
872	Rear View Camera & Prep Kit	$410.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X48	4.88 Axle Ratio	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
	FACTORY OPTIONS	**$725.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
3KR	Additional key and remote, cut and programmed.	$265.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.	$300.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	$1,160.00
K 6108D54J-R	Knapheide 9' DRW crane body for 16,000 ft. lb. cranes. Includes standard shelving, crane bumper with outriggers, integrated reciever hitch, and standard shelving. (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.) req's 60'' CA	$19,535.00
K EC4000-CC	Stellar 4000lb EH 16,000 ft. lb. crane with hydraulic extension 8 - 12ft, manual extension 12 - 16 ft, adj boom rest 18 - 26'' 150 amp circuit breaker, single side spring build up, and additional battery in crane compartment (Requires DRW Crane Body).	$24,360.00
K LG16-SB	Maxon C2-54-1642 TP27 1600 lb capacity service body lift gate 49'' x 27''+ 4'' (includes duplicate STT lights).	$4,590.00
K CLV-SB	Class V Hitch for Service Body	$970.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	$210.00
K AL HAR	KTEC Alum Headach Rack (Octagonal)	$1,175.00
	CONTRACT OPTIONS	**$52,610.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 **www.NationalAutoFleetGroup.com**

TRADE IN	**TOTAL COST**	**$104,380.00**
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 1	**$104,380.00**

Estimated Annual payments for 60 months paid in advance: $23,376.83
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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA — MSRP:$49,745.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F4G	[Fleet] 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA	$49,745.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
18B	Platform Running Boards	$320.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
650A	Order Code 650A	$0.00
872	Rear View Camera & Prep Kit	$415.00

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA (Complete)

99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X48	4.88 Axle Ratio	$0.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$50,480.00**
	Adjustments Total	$0.00
	Destination Charge	$1,895.00
	TOTAL PRICE	**$52,375.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	9850# Maximum Payload
	GVWR: 16,500 lb Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA (✔ Complete)

Exterior	
	Black Fender Flares
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Front Splash Guards
	Black Grille
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cab Clearance Lights
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls

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Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA (Complete)

Interior	
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Driveline Traction Control

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Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA (Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Lane Departure Warning
	Collision Mitigation-Front
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	45948-2
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
6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/13/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL K7B — **MSRP** $41,235.00

2024 FORD EXPLORER BASE 2WD 2.3L EcoBoost

CUSTOMER ID PD ADMN — **NJPA PRICE** $40,557.00

BED LENGTH SUV

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
B3	ATLAS BLUE METALLIC	$0.00
7N	SANDSTONE, CLOTH CAPTAIN'S CHAIRS	$0.00
99H 44T	Engine: 2.3L I-4 EcoBoost (STD), Transmission: 10-Speed SelectShift Automatic	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
BT	BLUE TOOTH (STD)	$0.00
BUC	FACTORY BACK UP CAMERA(STD).	$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$335.00
3K SMART	3rd key and remote for vehicles with proximity access.	$335.00
	CONTRACT OPTIONS	**$715.00**

TRADE IN — **TOTAL COST** $41,272.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** 1 **$41,272.00**

Estimated Annual payments for 60 months paid in advance: $9,243.23
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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Explorer (K7B) Base RWD — MSRP:$36,760.00

Interior:Sandstone, Cloth Captain's Chairs

Exterior 1:Atlas Blue

Exterior 2:No color has been selected.

Engine: 2.3L EcoBoost I-4

Transmission: 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
K7B	[Fleet] 2023 Ford Explorer (K7B) Base RWD	$36,760.00
	OPTIONS	
100A	Equipment Group 100A	$0.00
44T	Transmission: 10-Speed Automatic	$0.00
7N	Sandstone, Cloth Captain's Chairs	$0.00
99H	Engine: 2.3L EcoBoost I-4	$0.00
B3	Atlas Blue	$0.00
	SUBTOTAL	**$36,760.00**

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)

Adjustments Total	$0.00
Destination Charge	$1,495.00
TOTAL PRICE	**$38,255.00**

FUEL ECONOMY

Est City:21 (2022) MPG

Est Highway:28 (2022) MPG

Est Highway Cruising Range:501.20 mi

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)
	Transmission: 10-Speed Automatic (STD)
	3.58 Non-Limited-Slip Rear Axle Ratio
	50 State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.
	Transmission w/Driver Selectable Mode
	Rear-Wheel Drive
	Battery w/Run Down Protection
	Regenerative Alternator
	Towing Equipment -inc: Trailer Sway Control
	GVWR: TBD
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Speed-Sensing Steering
	17.9 Gal. Fuel Tank
	Quasi-Dual Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 18" 5-Spoke Silver-Painted Aluminum
	Tires: P255/65R18 AS BSW -inc: mini spare
	Steel Spare Wheel
	Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Black Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)

Exterior	
	Black Door Handles
	Black Power Side Mirrors w/Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Power Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	LED Brakelights
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Steering Wheel Controls and Internal Memory
	Radio: AM/FM Stereo -inc: MP3 capability, 6 speakers, speed-compensated volume and SiriusXM, if equipped, includes a 3 month prepaid subscription, Service is not available in Alaska and Hawaii, All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates, Fees and taxes apply, See the SiriusXM Customer Agreement & Privacy Policy at https://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349, Available in the 48 contiguous United States, D.C, and Puerto Rico (w/coverage limits and capable receiver), Visit http://www.siriusxm.com/FAQS for most current service area information, Availability of some services and features is subject to device capabilities and location restrictions, All fees, content and features are subject to change, SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc, and its respective subsidiaries
	Streaming Audio
	Integrated Roof Antenna
	SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub,
	Bluetooth Wireless Phone Connectivity
	2 LCD Monitors In The Front

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (✔ Complete)

Interior	
	Bucket Front Seats w/Cloth Back Material
	Driver Seat
	Passenger Seat
	35-30-35 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Oil Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Fixed 50-50 Bench Cloth 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints
	Front Cupholder
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Voice Activated Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look/Piano Black Instrument Panel Insert, Metal-Look/Piano Black Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
	Full Cloth Headliner
	Cloth Door Trim Insert
	Cloth Captain's Chairs -inc: 8-way power driver's seat w/power function for tilt and recline, 4-way manual front passenger seat w/fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 5 12V DC Power Outlets
	Front And Rear Map Lights

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)

Interior	
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
	Carpet Floor Trim
	Trunk/Hatch Auto-Latch
	Cargo Area Concealed Storage
	Cargo Space Lights
	FOB Controls -inc: Cargo Access
	Smart Device Remote Engine Start
	FordPass Connect -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices w/wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App, and Complimentary Connected Services are required for remote features (see FordPass terms for details), Connected Service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services excludes Wi-Fi hotspot.), Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-Ford, (833-327-3673)
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Manual Adjustable Rear Head Restraints
	Front Center Armrest
	2 Seatback Storage Pockets
	Securilock Anti-Theft Ignition (pats) Immobilizer
	5 12V DC Power Outlets
	Air Filtration

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)

Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Reverse Sensing System Rear Parking Sensors
	Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
	Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection and Cross-Traffic Alert
	Lane Keeping Alert Lane Keeping Assist
	Lane Keeping Alert Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	45971-1
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
6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/28/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL K7B — **MSRP** $41,235.00

2024 FORD EXPLORER BASE 2WD 2.3L EcoBoost

CUSTOMER ID WATER REFORMATION PLANT #4120 — **NJPA PRICE** $40,557.00

BED LENGTH SUV

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	OXFORD WHITE EXTERIOR	$0.00
7N	SANDSTONE, CLOTH CAPTAIN'S CHAIRS	$0.00
99H 44T	Engine: 2.3L I-4 EcoBoost (STD), Transmission: 10-Speed SelectShift Automatic	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
BT	BLUE TOOTH (STD)	$0.00
BUC	FACTORY BACK UP CAMERA(STD).	$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$335.00
3K SMART	3rd key and remote for vehicles with proximity access.	$335.00
	CONTRACT OPTIONS	**$715.00**

TRADE IN — **TOTAL COST** $41,272.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** 1 **$41,272.00**

Estimated Annual payments for 60 months paid in advance: $9,243.23
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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Explorer (K7B) Base RWD — MSRP:$36,760.00

Interior:Sandstone, Cloth Captain's Chairs

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.3L EcoBoost I-4

Transmission: 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
K7B	[Fleet] 2023 Ford Explorer (K7B) Base RWD	$36,760.00
	OPTIONS	
100A	Equipment Group 100A	$0.00
44T	Transmission: 10-Speed Automatic	$0.00
7N	Sandstone, Cloth Captain's Chairs	$0.00
99H	Engine: 2.3L EcoBoost I-4	$0.00
YZ	Oxford White	$0.00
	SUBTOTAL	**$36,760.00**

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Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)

Adjustments Total	$0.00
Destination Charge	$1,495.00
TOTAL PRICE	**$38,255.00**

FUEL ECONOMY

Est City:21 (2022) MPG

Est Highway:28 (2022) MPG

Est Highway Cruising Range:501.20 mi

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)
	Transmission: 10-Speed Automatic (STD)
	3.58 Non-Limited-Slip Rear Axle Ratio
	50 State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.
	Transmission w/Driver Selectable Mode
	Rear-Wheel Drive
	Battery w/Run Down Protection
	Regenerative Alternator
	Towing Equipment -inc: Trailer Sway Control
	GVWR: TBD
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Speed-Sensing Steering
	17.9 Gal. Fuel Tank
	Quasi-Dual Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 18" 5-Spoke Silver-Painted Aluminum
	Tires: P255/65R18 AS BSW -inc: mini spare
	Steel Spare Wheel
	Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Black Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

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Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)

Exterior	
	Black Door Handles
	Black Power Side Mirrors w/Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Power Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	LED Brakelights
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Steering Wheel Controls and Internal Memory
	Radio: AM/FM Stereo -inc: MP3 capability, 6 speakers, speed-compensated volume and SiriusXM, if equipped, includes a 3 month prepaid subscription, Service is not available in Alaska and Hawaii, All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates, Fees and taxes apply, See the SiriusXM Customer Agreement & Privacy Policy at https://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349, Available in the 48 contiguous United States, D.C, and Puerto Rico (w/coverage limits and capable receiver), Visit http://www.siriusxm.com/FAQS for most current service area information, Availability of some services and features is subject to device capabilities and location restrictions, All fees, content and features are subject to change, SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc, and its respective subsidiaries
	Streaming Audio
	Integrated Roof Antenna
	SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub,
	Bluetooth Wireless Phone Connectivity
	2 LCD Monitors In The Front

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Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (✔ Complete)

Interior	
	Bucket Front Seats w/Cloth Back Material
	Driver Seat
	Passenger Seat
	35-30-35 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Oil Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Fixed 50-50 Bench Cloth 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints
	Front Cupholder
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Voice Activated Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look/Piano Black Instrument Panel Insert, Metal-Look/Piano Black Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
	Full Cloth Headliner
	Cloth Door Trim Insert
	Cloth Captain's Chairs -inc: 8-way power driver's seat w/power function for tilt and recline, 4-way manual front passenger seat w/fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 5 12V DC Power Outlets
	Front And Rear Map Lights

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)

Interior	
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
	Carpet Floor Trim
	Trunk/Hatch Auto-Latch
	Cargo Area Concealed Storage
	Cargo Space Lights
	FOB Controls -inc: Cargo Access
	Smart Device Remote Engine Start
	FordPass Connect -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices w/wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App, and Complimentary Connected Services are required for remote features (see FordPass terms for details), Connected Service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services excludes Wi-Fi hotspot.), Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-Ford, (833-327-3673)
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Manual Adjustable Rear Head Restraints
	Front Center Armrest
	2 Seatback Storage Pockets
	Securilock Anti-Theft Ignition (pats) Immobilizer
	5 12V DC Power Outlets
	Air Filtration

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Data Version: 18112. Data Updated: Dec 4, 2022 6:47:00 PM PST.

Vehicle: [Fleet] 2023 Ford Explorer (K7B) Base RWD (Complete)

Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Reverse Sensing System Rear Parking Sensors
	Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
	Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection and Cross-Traffic Alert
	Lane Keeping Alert Lane Keeping Assist
	Lane Keeping Alert Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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PHONE (800) ALANJAY (252-6529)	DIRECT 863-385-9610	WWW.ALANJAY.COM	Quote 45976-1
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	

Sourcewell Formerly NJPA — Awarded Contract

ORIGINAL QUOTE DATE 6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE 6/28/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL W4G 650A — **MSRP** $56,665.00

2024 FORD F-450 CREW CAB CHASSIS DRW 2WD XL 84"CA 203" WB

CUSTOMER ID STORMWATER — **NJPA PRICE** $54,483.00

BED LENGTH 84" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
18B	Platform Running Boards	$440.00
650A	Order Code 650A	$0.00
872	Rear View Camera & Prep Kit	$410.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X48	4.88 Axle Ratio	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	$0.00
	FACTORY OPTIONS	**$850.00**

CONTRACT OPTIONS	DESCRIPTION	
3KR	Additional key and remote, cut and programmed.	$265.00
TEMP-TAG	Temporary tag (State Contract Included)	$0.00
K 6132D54J	Knapheide 11' DRW Wide utility body 54'' Load Floor for 84'' CA (GMC/CHEVY Req's GTY) (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	$12,900.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	$210.00
K CLV-SB	Class V Hitch for Service Body	$970.00
K AL HAR	KTEC Alum Headach Rack (Octagonal)	$1,175.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	$1,160.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$195.00
FS MPS62U-4	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle.	$810.00
	CONTRACT OPTIONS	**$17,685.00**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 **www.NationalAutoFleetGroup.com**

TRADE IN

TOTAL COST **$73,018.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

$0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$73,018.00**

Estimated Annual payments for 60 months paid in advance: $16,353.03

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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA — MSRP:$53,270.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W4G	[Fleet] 2023 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA	$53,270.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
18B	Platform Running Boards	$445.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
650A	Order Code 650A	$0.00
872	Rear View Camera & Prep Kit	$415.00

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (Complete)

99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X48	4.88 Axle Ratio	$0.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$54,130.00**
	Adjustments Total	$0.00
	Destination Charge	$1,895.00
	TOTAL PRICE	**$56,025.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	9230# Maximum Payload
	GVWR: 16,500 lb Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (Complete)

Exterior	
	Black Fender Flares
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Front Splash Guards
	Black Grille
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cab Clearance Lights
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
	Fixed Antenna
	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	FordPass Connect 4G Mobile Hotspot Internet Access

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Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (Complete)

Interior	
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Front And Rear Map Lights
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration

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Vehicle: [Fleet] 2023 Ford Super Duty F-450 DRW (W4G) XL 2WD Crew Cab 203" WB 84" CA (Complete)

Safety-Mechanical	
	Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Lane Departure Warning
	Collision Mitigation-Front
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Dual Stage Driver And Passenger Front Airbags
	Rear Child Safety Locks
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Sourcewell Formerly NJPA
Awarded Contract

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Quote **45956-2**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/28/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL W8E 100A 993 — **MSRP** $26,670.00

2024 FORD MAVERICK SUPER CREW 2WD XL - HYBRID

CUSTOMER ID DEPT 1515 / METER READER — **NJPA PRICE** $26,640.00

BED LENGTH 4.5' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
9W	Black Onyx/Dark Slate, Front Cloth Bucket Seats	$0.00
993	Engine: 2.5L Hybrid	$0.00
445	Transmission: Automatic Continuous Variable (CVT)	$0.00
100A	OPTIONS Equipment Group 100A Standard	$0.00
19W	4G LTE Wi-Fi Hotspot Removal	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	Proximity Key For Doors And Push Button StartRemote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic ButtonRemote Releases -Inc: Mechanical Fuel	$0.00
BUC	FACTORY BACK UP CAMERA (STD)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
3KR	Additional key and remote, cut and programmed	$215.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$290.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	$830.00
	CONTRACT OPTIONS	**$1,380.00**

TRADE IN

TOTAL COST **$28,020.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** ~~3~~ ~~$84,060.00~~

Estimated Annual payments for 60 months paid in advance: $6,275.33 Extended: $18,825.98
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.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew — MSRP:$22,595.00

Interior:Black Onyx/Dark Slate, Front Cloth Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.5L Hybrid

Transmission: Automatic Continuous Variable (CVT)

OPTIONS

CODE	MODEL	MSRP
W8E	[Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew	$22,595.00
	OPTIONS	
100A	Equipment Group 100A Standard	$0.00
19W	4G LTE Wi-Fi Hotspot Removal	($20.00)
445	Transmission: Automatic Continuous Variable (CVT)	$0.00
993	Engine: 2.5L Hybrid	$0.00
9W	Black Onyx/Dark Slate, Front Cloth Bucket Seats	$0.00
YZ	Oxford White	$0.00

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (Complete)

SUBTOTAL	**$22,575.00**
Adjustments Total	$0.00
Destination Charge	$1,595.00
TOTAL PRICE	**$24,170.00**

FUEL ECONOMY

Est City:40 MPG

Est Highway:33 MPG

Est Highway Cruising Range:455.40 mi

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Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.5L Hybrid -inc: auto stop/start technology (STD)
	Transmission: Automatic Continuous Variable (CVT) (STD)
	2.91 Axle Ratio
	50-State Emissions System
	Transmission w/Driver Selectable Mode
	Front-Wheel Drive
	45-Amp/Hr 390CCA Maintenance-Free Battery w/Run Down Protection
	Regenerative 150 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	1500# Maximum Payload
	GVWR: 5,200 lbs
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Speed-Sensing Steering
	13.8 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Torsion Beam Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
	Lithium Ion Traction Battery 1.1 kWh Capacity
Exterior	
	Wheels: 17" Steel w/Sparkle Silver Painted Cover
	Tires: P225/65R17 A/S BSW
	Regular Box Style
	Steel Spare Wheel
	Compact Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
	Black Rear Step Bumper

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Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)

Exterior	
	Black Side Windows Trim and Black Rear Window Trim
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Fixed Rear Window
	Deep Tinted Glass
	Fixed Interval Wipers
	Galvanized Steel/Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
	Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
	Streaming Audio
	Integrated Roof Antenna
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat
	Full Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Power/Regen, Trip Odometer and Trip Computer
	Power Rear Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Rear Cupholder

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)

Interior	
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Remote Releases -Inc: Power Fuel
	Cruise Control w/Steering Wheel Controls
	Automatic Air Conditioning
	HVAC -inc: Underseat Ducts
	Glove Box
	Driver Foot Rest
	Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Front Cloth Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering -inc: Carpet Front Floor Mats
	Pickup Cargo Box Lights
	Smart Device Integration
	Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Analog Appearance

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)

Interior	
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
	1 Seatback Storage Pocket
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Automatic Emergency Braking (AEB)
	Collision Mitigation-Front
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver Knee Airbag
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera

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Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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ALAN JAY FLEET SALES

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Awarded Contract

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	49935-1
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
11/2/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/2/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL W8E 100A 993 **MSRP** $26,670.00

2024 FORD MAVERICK SUPER CREW 2WD XL - HYBRID

CUSTOMER ID **NJPA PRICE** $26,640.00

BED LENGTH 4.5' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
9W	Black Onyx/Dark Slate, Front Cloth Bucket Seats	$0.00
993	Engine: 2.5L Hybrid	$0.00
445	Transmission: Automatic Continuous Variable (CVT)	$0.00
100A	OPTIONS Equipment Group 100A Standard	$0.00
19W	4G LTE Wi-Fi Hotspot Removal	$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	Proximity Key For Doors And Push Button StartRemote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic ButtonRemote Releases -Inc: Mechanical Fuel	$0.00
BUC	FACTORY BACK UP CAMERA (STD)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
3KR	Additional key and remote, cut and programmed	$215.00
TEMP-TAG	Temporary tag	$45.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$290.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	$830.00
	CONTRACT OPTIONS	**$1,380.00**

TRADE IN **TOTAL COST** **$28,020.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **4** **$112,080.00**

Estimated Annual payments for 60 months paid in advance: $6,275.33 Extended: $25,101.31
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.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew — MSRP:$22,595.00

Interior:Black Onyx/Dark Slate, Front Cloth Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.5L Hybrid

Transmission: Automatic Continuous Variable (CVT)

OPTIONS

CODE	MODEL	MSRP
W8E	[Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew	$22,595.00
	OPTIONS	
100A	Equipment Group 100A Standard	$0.00
19W	4G LTE Wi-Fi Hotspot Removal	($20.00)
445	Transmission: Automatic Continuous Variable (CVT)	$0.00
993	Engine: 2.5L Hybrid	$0.00
9W	Black Onyx/Dark Slate, Front Cloth Bucket Seats	$0.00
YZ	Oxford White	$0.00

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Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (Complete)

SUBTOTAL	**$22,575.00**
Adjustments Total	$0.00
Destination Charge	$1,595.00
TOTAL PRICE	**$24,170.00**

FUEL ECONOMY

Est City:40 MPG

Est Highway:33 MPG

Est Highway Cruising Range:455.40 mi

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Data Version: 19791. Data Updated: Jun 27, 2023 6:47:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.5L Hybrid -inc: auto stop/start technology (STD)
	Transmission: Automatic Continuous Variable (CVT) (STD)
	2.91 Axle Ratio
	50-State Emissions System
	Transmission w/Driver Selectable Mode
	Front-Wheel Drive
	45-Amp/Hr 390CCA Maintenance-Free Battery w/Run Down Protection
	Regenerative 150 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	1500# Maximum Payload
	GVWR: 5,200 lbs
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Speed-Sensing Steering
	13.8 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Torsion Beam Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
	Lithium Ion Traction Battery 1.1 kWh Capacity
Exterior	
	Wheels: 17" Steel w/Sparkle Silver Painted Cover
	Tires: P225/65R17 A/S BSW
	Regular Box Style
	Steel Spare Wheel
	Compact Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
	Black Rear Step Bumper

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Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)

Exterior	
	Black Side Windows Trim and Black Rear Window Trim
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Fixed Rear Window
	Deep Tinted Glass
	Fixed Interval Wipers
	Galvanized Steel/Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
	Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
	Streaming Audio
	Integrated Roof Antenna
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat
	Full Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Power/Regen, Trip Odometer and Trip Computer
	Power Rear Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Rear Cupholder

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Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)

Interior	
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Remote Releases -Inc: Power Fuel
	Cruise Control w/Steering Wheel Controls
	Automatic Air Conditioning
	HVAC -inc: Underseat Ducts
	Glove Box
	Driver Foot Rest
	Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Front Cloth Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering -inc: Carpet Front Floor Mats
	Pickup Cargo Box Lights
	Smart Device Integration
	Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Analog Appearance

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Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (✔ Complete)

Interior	
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
	1 Seatback Storage Pocket
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Automatic Emergency Braking (AEB)
	Collision Mitigation-Front
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver Knee Airbag
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera

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Vehicle: [Fleet] 2023 Ford Maverick (W8E) XL FWD SuperCrew (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **45968-1**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM		
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE 6/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE 6/28/2023

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 (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL W5H 660A — **MSRP** $61,265.00

2024 FORD F-550 CREW CAB CHASSIS DRW 4WD XL 84"CA 203" WB

CUSTOMER ID BRUSH TRUCK - C&C (NO BODY) — **NJPA PRICE** $58,970.00

BED LENGTH 84" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
41P	Transfer Case Skid Plates	$95.00
660A	Order Code 660A	$0.00
67H	Heavy-Service Front Suspension Package	$120.00
872	Rear View Camera & Prep Kit	$410.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X8L	Limited Slip w/4.88 Axle Ratio	$390.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	$0.00
RKE	Proximity Key For Doors And Push Button StartRemote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic ButtonRemote Releases -Inc: Mechanical Fuel	$0.00
52B	ELECTRIC BRAKE CONTROLLER (STD.)	$0.00
	FACTORY OPTIONS	**$1,015.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag (State Contract Included)	$0.00
AJ WGG-MNT-WEST	Westin HDX wrap around grille guard with winch mount tray (GM/Ford/RAM/Toyota for up to 12k winch only).	$1,680.00
VR EVO 12	Warn VR EVO self recovery 12,000lb rated winch with remote, open fairlead, and wire rope.	$1,040.00
	CONTRACT OPTIONS	**$2,720.00**

TRADE IN

TOTAL COST **$62,705.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$62,705.00**

Estimated Annual payments for 60 months paid in advance: $14,043.34

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.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA — MSRP:$57,870.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W5H	[Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA	$57,870.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
41P	Transfer Case Skid Plates	$100.00
44G	Transmission: TorqShift 10-Speed Automatic	$0.00
660A	Order Code 660A	$0.00
67H	Heavy-Service Front Suspension Package	$125.00

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA (Complete)

872	Rear View Camera & Prep Kit	$415.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	$0.00
X8L	Limited Slip w/4.88 Axle Ratio	$395.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$58,905.00**
	Adjustments Total	$0.00
	Destination Charge	$1,895.00
	TOTAL PRICE	**$60,800.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA (Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	10440# Maximum Payload
	GVWR: 18,000 lbs Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA (Complete)

Exterior	
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Fender Flares
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Front Splash Guards
	Black Grille
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cab Clearance Lights
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
	Fixed Antenna
	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA (Complete)

Interior	
	Power Rear Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Front And Rear Map Lights
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA (Complete)

Interior	
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Lane Departure Warning
	Collision Mitigation-Front
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Dual Stage Driver And Passenger Front Airbags
	Rear Child Safety Locks
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Motor Vehicles (25100000-23-STC)

Price Quote Form (PQF)

(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)

Updated 7/10/2023

Awarded Contractor Information

Contractor Name:	STEP ONE AUTOMOTIVE GROUP				
Street Address:	4060 S FERDON BLVD				
City, State, Zip:	CRESTVIEW FL 32536				
Contact Person:	MARK SAMPSON	**Title:**	MUNICIPAL AND GOVERNMENT FLEET ACCOUNTS MANAGER		
Original Quote Date:	11/8/23	**Revised Quote Date:**		**Est. Delivery:**	
Phone #'s: **Primary:**	360-826-2294		**Secondary:**		
Email Address:	MSAMPSON@STEPONEAUTO.COM				
Fax #:					
Contractor's Purchase Order #:					

Requesting Customer Information

Agency/Eligible User Name:	COCOA				
Contact Person:	TONY JONES	**Title:**	FLEET MANAGER		
Phone #'s: **Primary:**	321-355-8926		**Secondary:**	321-433-8766	
Email Address:	TJONES@COCAFL.GOV				
Fax #:					
Secondary Contact for Customer (Optional)					
Contact Person:		**Title:**			
Phone #'s: **Primary:**			**Secondary:**		
Email Address:					
Fax #:					

INFORMATION IN THIS SECTION MUST MATCH THE INFORMATION ON THE AWARDED COST SHEET.

UNSPSC Commodity Code*	Group	Sub-Group	Line Number
25101507	5 LIGHT DUTY TRUCKS	COMPACT AND MIDSIZE PICKUP TRUCKS	2

Brand	Model	Cost Plus % (#.##%)
FORD	2023 MAVERICK XLT FWD (W8EJ)	3.20%

MOTOR VEHICLE

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

Motor Vehicle Description	Cost (per unit)	Cost Plus %	Total Customer Price
2023 MAVERICK XLT FWD (W8EJ)	$24,855.00	3.20%	$ 25,650.36

Non-standard accessories, components, equipment, features, parts, etc. that are attached to or provided with the vehicle when it is shipped from the Manufacturer:

TOTAL COST: Motor Vehicle (per unit)	**$ 25,650.36**

OEM OPTIONS

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

OEM Option Description	Manufacturer/Brand	Cost (per unit)	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
W8EJ MAVERICK XLT FWD			$ -		$ -
2023 MODEL YEAR			$ -		$ -
YZ OXFORD WHITE 7B NAVY PIER -MED SLATE TRIM INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 300A OPTIONAL EQUIPMENT/OTHER .XLT TRIM 993 .2.5L HYBRID ENGINE 445 .AUTO CV TRANSMISSION X29 2.91 AXLE RATIO			$ -		$ -
425 50 STATE EMISSIONS			$ -		$ -
DESTINATION & DELIVERY		$1,595.00	$ 1,646.04	1	$ 1,646.04
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TOTAL COST: OEM Options (per Motor Vehicle)					**$ 1,646.04**

NON-OEM OPTIONS

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

Non-OEM Option Description	Manufacturer/Brand	Cost (per unit)	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
			$ -		$ -
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			$ -		$ -
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TOTAL COST: Non-OEM Options (per Motor Vehicle)					**$ -**

BODY TRANSFER AND 3rd PARTY BODY INSTALLATIONS

Body Transfer and 3rd Party Body Installations Description	Manufacturer/Brand	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL COST: Body Transfer and 3rd Party Body Installations (per Motor Vehicle)				**$ -**
Customer Order Total with Cost % Applied Where Applicable				**$ 27,296.40**
Total Vehicles Quoted (with the same OEM and Non-OEM Options)				**2**
GRAND TOTAL				**$ 54,592.80**

Contractor Comments:	
Customer Comments:	

***UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Discount Sheet for the code(s) applicable to each Group and Sub-Group.**

CITY COUNCIL AGENDA ITEM

Memo Date: June 22, 2023
Agenda Date: July 11, 2023
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P.E., Acting Public Works Director
Requested Action:

Approve Participation in Cooperative Purchasing Agreements for the Purchase of New Vehicles Utilizing Sourcewell Contracts 101221-SCA, 091521-NAF & 060920-NAF and Bradford County Sherriff Contract BCSO 22-27-1.0 Authorize City Manager to execute Purchase Orders to Contract associated Dealers

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BACKGROUND:

The City of Cocoa Capital Vehicle Improvement Program implements a systematic replacement of vehicles and equipment to minimize maintenance cost, equipment down time, vehicle equipment obsolescence, newer technology and more efficient vehicles

The following vehicles are budgeted in FY2023;

- 2 each 2023 Ford Explorer PPV Utility Police Patrol vehicles, for Cocoa Police Department, Utilizing BCSO Contract 22-227-1.0 $59,602 total $119,203
- 1 each 2023 Ford F550 Mini Dump for Water Field Operations, Utilizing Sourcewell Contract 091521-NAF & 060620-NAF $72,303
- 1 each 2023/2024 Wester Star 900-ECO 12YD Sewer Jet-Vac Truck for Sewer Field Operations Utilizing Sourcewell Contract #101221-SCA $476.000

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested $119,203
Account Number 001-2100-521.64-00 CA2301
Account Name Capital Vehicles
(Budget shortfall of $1,169 included with June Cleanup)

Amount Requested $72,303
Account Number 421-4025-536.64-00 CA2301
Account Name Capital Vehicles

Amount Requested	$476,000
Account Number	421-4125-536.64-00 CA2301
Account Name	Capital Vehicles

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Participation in Cooperative Purchasing Agreements for the Purchase of New Vehicles Utilizing Sourcewell Contracts 101221-SCA, 091521-NAF & 060920-NAF and Bradford County Sherriff Contract BCSO 22-27-1.0 Authorize City Manager to execute Purchase Orders to Contract associated Dealers

Legislation Details (With Text)

File #:	23-713	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	11/7/2023		**In control:**	City Council	
On agenda:	11/14/2023		**Final action:**		
Title:	Approve Utilities Easements with Brightline Trains Florida, LLC and Mountain Cove Homes at Lakes at Cocoa Grove, LLC. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final-Brightline-City of Cocoa Water & Sewer Easement (South of SR 528).pdf Final-Mountain Cove to City of Cocoa Water Sewer Easement (North of SR 528) w-BL Joinder.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2023
Agenda Date: November 14, 2023
Prepared By: Anthony Garganese, City Attorney
Through:
Requested Action:
Approve Utilities Easements with Brightline Trains Florida, LLC and Mountain Cove Homes at Lakes at Cocoa Grove, LLC

BACKGROUND:

The approval of the easements is contractually necessary to support two large detached, single-family residential development projects collectively consisting of over 700 future new homes. The genesis of these easements has a very long history, and a condensed outline of the history is as follows:

On August 24, 2004, the City Council, utilizing the alternative involuntary annexation procedures under Chapter 171, Florida Statutes, annexed approximately 757.29 acres of real property on the north and south side of State Road 528 and adjacent to the eastern boundary of I-95. The real property at the time was substantially owned by two property owners, Florida Space Needle, LLC and Berrera Shores, LLC. In conjunction with the annexation, the City Council approved a separate Preceding Development Agreement with both Florida Space Needle, LLC and Berrera Shores, LLC. The Agreements were recorded and are binding upon the properties. The annexation was challenged by Brevard County, and the City Council's annexation was upheld by the Florida 5th District Court of Appeals. The City, County and two property owners then entered into a recorded Stipulated Settlement Agreement, dated December 11, 2007, which ended the County's annexation challenge, and is binding on the subject property.

Since then, the subject property has changed hands. The property to the north was purchased by Virgin Trains USA Florida, LLC (then conveyed to Brightline Trains Florida LLC) and is currently owned by Brightline's affiliated development company, Mountain Cove Homes at Lakes at Cocoa Grove, LLC. The property to the south is currently owned by Beachline Partners, LLC, with the exception of a portion of the property along State Road 528 which was conveyed to Brightline Trains Florida, LLC for the high speed rail project. The Preceding Development Agreements and Stipulated Settlement Agreements require the property owners to collectively design, permit and construct over 700 detached, single-family residential development projects. Consistent with this requirement and under the terms of the Preceding Development Agreement, the property owners agreed to purchase utilities services from the City of Cocoa. The City of Cocoa agreed to design, permit, and construct the extension of utilities in sufficient capacities to serve the phased development of the properties up to the points of connection to the subject properties. The City's commitment to extend utilities is subject to several terms and conditions including the property owners completing the developments within certain time periods after the utility extension is completed, or the property owners will be required to reimburse the City for the costs associated with extending the utilities to the subject property. The property owners also agreed to convey any required easements to support the extension of the utilities to the points of connection.

Important to determining the route for extending the utilities to the subject properties, the Stipulated Settlement Agreement required the County to select the point of ingress/egress for the property to the north of SR 528. On May 23, 2023, the County finally made the selection of ingress/egress along Osage/Angelica Streets.

In addition, the City Council approved separate Settlement Implementation Agreements with Virgin Trains on July 10, 2019 for the property to the north and Beachline Partners on July 26, 2022 for the property to the south. The Implementation Agreements approved more detailed conceptual plans for the future residential development projects. Now that the Brightline high speed rail project has been completed, Mountain Cove is now ready to proceed with permitting and developing the property to the north. Taylor Morrison has the property to the south under contract and is currently completing the permitting for the property to the south. Council will be considering approval of these permit applications in the very near future.

Accordingly, the City of Cocoa utilities has completed the design and permitting for the utility extensions. The extensions will generally run east/west along Osage/Angelica and then south along Mountain Cove's property, and then proceed under State Road 528 in conduit pipes installed by Cocoa, and then through the property owned by Brightline Trains on the south side of State Road 528 to ultimately reach the northern boundary of Beachline's property. Two easements are required to complete this utilities extension in accordance with the Preceding Development Agreements and Settlement Implementation Agreements. Cocoa utilities is ready to issue an ITB to retain a contractor to complete the utility extensions. Before issuing the ITB, Cocoa utilities requires the conveyance of the easements to the City to ensure that it has the necessary real property rights to install the utilities improvements.

In accordance with the aforementioned agreements, City staff and City Attorney are recommending that the City Council approve the easements.

STRATEGIC PLAN CONNECTION:

This request supports the economic development and housing needs of the City of Cocoa and the increase and sustainability of the City's ad valorem tax base. The development of the subject property has been a strategic goal of the City of Cocoa since 2004, but has been delayed by a myriad of factors including litigation, the 2008 Great Recession, change of ownership, Covid, the Brightline Train project, and the County's ingress/egress selection.

BUDGETARY IMPACT:

The easements are being conveyed to the City at no cost per the aforementioned agreements.

PREVIOUS ACTION:

1. August 24, 2004 - Annexation Ordinance No. 31-2004
2. August 24, 2004 - Preceding Development Agreement with Florida Space Needle
3. April 12, 2005; November 7, 2006 - Preceding Development Agreement with Berrera Shores
4. December 11, 2007 - Stipulated Settlement Agreement with County and Property Owners
5. July 10, 2019 - Settlement Implementation Agreement with Virgin Trains
6. July 26, 2022 - Settlement Implementation Agreement with Beachline Partners

RECOMMENDED MOTION:

Approve Utilities Easements with Brightline Trains Florida, LLC and Mountain Cove Homes at Lakes at Cocoa Grove, LLC

powered by Legistar™

Prepared by and return to:
City of Cocoa
351 Shearer Blvd
Cocoa, Florida 32922

Parcel ID. #(s): 24-35-10-00-504
24-35-10-00-4

WATER LINE, SEWER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company, which is authorized to do business in the State of Florida and has a mailing address of 350 NW 1st Avenue, Suite 200, Miami, Florida 33128 (together with its successors and/or assigns, collectively, the "Grantor") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located within Brevard County, Florida more particularly described in **Exhibit C** attached hereto and made a part hereof (the "Grantor's Parcel"); and

WHEREAS, in order to provide water and sewer services to Grantor's Parcel and other property owned by others immediately south of the Grantor's Parcel (hereinafter referred to as the "Other Property"), Grantee desires to obtain and the Grantor desires to grant and create, on the terms and conditions hereinafter set forth, a non-exclusive perpetual easement over, under, through and across the Utility Easement Area (as hereinafter defined) for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of certain facilities for the provision of water and sewer, including water lines, sewer lines, reclaimed water lines, water mains, sewer mains, reclaimed water mains, pipes, service lines, tees, joints and appurtenances (hereinafter collectively referred to as the "Facilities"), as well as a non-exclusive perpetual easement for ingress and egress across the Ingress/Egress Easement Area (as hereinafter defined) in order to access and use the Utility Easement Area as provided herein; and

WHEREAS, providing water and sewer service to the Grantor's Parcel and the Other Property constitutes a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easements**. Subject to the terms and conditions of this Easement Agreement, Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water and sewer line easement (hereinafter the "Utility Easement") over, under, through, and across the portion of the Grantor's Parcel more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "Utility Easement Area"); and a perpetual non-exclusive ingress and egress easement (hereinafter, the "Ingress/Egress Easement" and with the Utility Easement hereinafter collectively referred to as the "Easements") across the portion of the Grantor's Parcel more particularly described in **Exhibit B,** attached hereto and incorporated herein by this reference (hereinafter the "Ingress/Egress Easement Area", and with the Utility Easement Area hereinafter collectively referred to as the "Easement Areas"). Said Easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of the Utility Easement.** The Utility Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Utility Easement Area for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of the Facilities as may be reasonably and customarily necessary for Grantee to provide water and sewer service to the Grantor's Parcel and the Other Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Ingress/Egress Easement Area to reasonably access its Facilities contained within the Utility Easement Area for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole cost and expense, the following rights are conveyed to Grantee by this Easement Agreement:

(a) the right for Grantee to design, construct, install, inspect, alter, improve, repair, rebuild, remove, connect to, disconnect from, and maintain the Facilities and related appurtenances within the Utility Easement Area, subject to the terms and conditions of this Easement Agreement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Facilities in the Utility Easement Area, including convenient and reasonable access to such **Facilities**, provided such rights and privileges do not unreasonably interfere with Grantor's and its employees, agents, contractors, lessees, licensees guests and invitees (collectively, the "Grantor's Agents") use of the Grantor's Parcel; and

(c) for the enjoyment and use of said Utility Easement Area and Ingress/Egress Easement Area for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored, at no cost to the Grantor, the surface and subsurface of the Easement Areas to the condition said Easement Areas were in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Notwithstanding anything to the contrary contained in this Easement Agreement, it is expressly understood and agreed that the use of the Easement Areas by Grantee shall not unreasonably interfere with the current

or future use by Grantor or the Grantor's Agents of the Grantor's Parcel, including, without limitation, development and/or re-development of the Grantor's Parcel.

6. **Notice and Approval for Construction Work; Notice Only for Repair and Maintenance Work**. The Grantee shall have no right to perform any Construction Work (as hereinafter defined) in the Utility Easement Area until the Grantor has first approved the Construction Work Plans (as hereinafter defined) in writing. As used herein, "Construction Work" shall mean any construction or installation of the Facilities in the Utility Easement Area by or through the Grantee, including any alteration, modification, relocation and/or removal work in connection with the Facilities and or any repair or maintenance of the Facilities requiring excavation of the Utility Easement Area. Repair and or maintenance of the Facilities which does not require excavation of the Utility Easement Area is hereinafter referred to as "Maintenance Work". At least ninety (90) days prior to the proposed commencement date of any Construction Work within the Utility Easement Area by or through the Grantee, the Grantee shall provide written notice to the Grantor of the proposed date of commencement of the Construction Work, along with copies of the proposed plans for any such Construction Work (the "Construction Work Plans"), for review and approval by Grantor. The Construction Work Plans shall contain all pertinent details regarding the proposed Construction Work, including all information regarding carrier pipe and casing pipe, showing subgrade pipe, proposed method of installation and the location of any jacking pit. Each submittal of Construction Work Plans shall be sent to the Grantor pursuant to the notice provisions of Section 16 hereof, and shall be delivered with the number of additional copies or prints as Grantor may request from time to time. No substantial departure shall be made at any time from any Construction Work Plans that have been submitted to, and approved by Grantor; provided, however, that if any commission or other regulatory body, duly constituted and appointed in compliance with the laws of the State of Florida and having jurisdiction over the Grantor's Parcel, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, renewal, or removal thereof, then said ruling or general order shall prevail. At least thirty (30) days prior to any Maintenance Work, Grantee shall provide written notice to the Grantor of the proposed date of the commencement of the Maintenance Work. Notwithstanding the foregoing in the event the Facilities need emergency repair or maintenance, then Grantee shall not be required to provide advance notice to Grantor prior to commencement of such emergency repair or maintenance work, but shall provide notice to Grantor as soon as reasonably practicable.

7. **Standards for Completion of Construction Work and Maintenance Work.** Grantee shall, and shall cause its employees, agents, representatives, contractors, and subcontractors (each an "Agent" and collectively, the "Agents") doing any Construction Work and/or Maintenance Work (collectively, "Work")in the Utility Easement Area to, comply with the following minimum standards: (a) all Work shall be performed in a good and workmanlike manner, at Grantee's sole cost and expense; (b) Grantee shall be responsible for the design, construction, installation, maintenance, use, repair and replacement of the Facilities in the Utility Easement Area in accordance with all governmental requirements, including, without limitation, all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations (collectively referred to as "Applicable Laws"); and (c) Grantee shall, and shall cause its Agents doing the Work in the Utility Easement Area to obtain, at no cost to Grantor, all necessary governmental permits and approvals in connection therewith. NOTICE IS HEREBY GIVEN THAT GRANTOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO OR FOR THE GRANTEE OR TO ANYONE

PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER GRANTEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTERESTS OF GRANTOR. GRANTEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY AND ALL CONTRACTORS ENGAGED BY OR THROUGH GRANTEE TO PROVIDE LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT TO OR ABOUT THE GRANTOR'S PARCEL.

8. **Grantors' Use of Easements.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Easement Agreement, Grantor hereby reserves for itself the right to use the Easement Areas; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with Grantee's rights to use the Easement Areas as expressly provided in this Easement Agreement. It is expressly understood and agreed that the Grantor shall have the right at all times to enter the Utility Easement Area without prior notice to Grantee and take any action to inspect the Facilities and/or any condition at or about the Utility Easement Area and to direct the Grantee to take any and all action required to address any failure to comply with the terms hereof regarding the access to, or use of, the Easement Areas by or through Grantee. Moreover, it is expressly understood and agreed that the Grantor shall have the right to use and enjoy the Easement Areas for such purposes as shall not unreasonably interfere with the use of the Easement Areas for the purposes stated in this Easement Agreement. In the event Grantor or Grantor's Agents damage Grantee's Facilities in the Utility Easement Area, Grantor shall repair such damage to the Facilities at no cost to Grantee. Notwithstanding anything to the contrary contained herein, Grantor shall have the right, upon not less than three hundred sixty five (365) days prior written notice, to relocate all or part of the Easement Areas to another portion of the Grantor's Parcel and direct that Grantee relocate any or all installed Facilities to such relocated Utility Easement Area ("Relocation"). In the event of a Relocation, the parties agree that this Easement Agreement shall be amended to modify the description of the Utility Easement Area and/or Ingress/Egress Easement Areas, as applicable, as relocated pursuant to a Relocation. Grantor and Grantee agree to execute in timely fashion such instruments as may reasonably be requested to evidence a Relocation. In the event Grantor, in its sole discretion, exercises its right to cause a Relocation, then Grantor shall bear the cost and expense of the relocation of the Facilities.

9. **Easements Run with the Land**. The Easements shall remain a charge against the Grantor's Parcel. Therefore, the Easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the Grantor's Parcel, or a portion thereof, relating to the Easement Areas, even though the conveyance makes no reference to these Easements as such. Notwithstanding the foregoing, the Grantee agrees that whenever the Easements shall be abandoned by it for the use and purpose expressly provided for in this Easement Agreement, the Easements shall thereupon cease and terminate.

10. **Recordation**. Grantee shall, at its sole cost and expense, record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement Agreement.

11. **Sovereign Immunity**. Nothing contained in this Easement Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Grantee's potential liability under state or federal law.

12. **Insurance**.

The Grantee and a Successor Grantee (as hereinafter defined) shall require all contractors engaged by the Grantee or a Successor Grantee, as applicable, to perform Work at or about the Utility Easement Area, including any installation and/or maintenance of Facilities to carry the following types of insurance in at least the limits specified below (which may be provided as a combination of primary and excess coverage):

a. Workers' Compensation Insurance
   i. Workers' Compensation Insurance at statutory limits; and
   ii. Employer's Liability Insurance with limits of at least $1,000,000

b. Commercial General Liability Insurance
   i. $1,000,000 each occurrence
   ii. $1,000,000 bodily injury
   iii. $2,000,000 products/completed operations aggregate
   iv. $2,000,000 general aggregate

c. Automobile Liability Insurance, written to cover all owned, hired and non-owned automobiles
   i. $1,000,000 combined single limit

d. Umbrella/Excess Insurance
   i. $5,000,000 each occurrence and aggregate.

These coverages and limits maintained by any/all contractors shall (i) be issued by an insurance company or municipal insurance trust licensed to do business in the State of Florida. , (ii) provide for a 30-day notice of cancellation or modification to be given to all additional insureds thereunder, (iii) name the Indemnified Parties (as hereinafter defined) as additional insured, (iv) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor, and (v) insure the contractor's performance of its indemnification obligations hereunder. Such insurance shall be maintained for the full term of this Agreement with insurers currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best.

It is agreed, however, that subcontractors working for a prime contractor may obtain insurance in accordance with industry standards rather than these limits and terms.

Evidence that the insurance coverage required hereunder is in place by contractors shall be furnished to Grantor upon request and prior to the commencement of Work on or about the Utility Easement Area. In addition, renewal certificates shall be provided to Grantor at least thirty (30) days prior to the expiration date of the current policy. All such certificates shall state that the Grantor shall be notified in writing thirty (30) days prior to cancellation of any such insurance and that the Indemnified Parties (as hereinafter defined) are additional insureds thereunder. All insurance required to be maintained by the contractors shall be issued by an insurance company licensed to do business in the State of Florida and subject to the reasonable approval of the Grantor.

In the event of a permitted assignment of the original Grantee's rights under this Easement Agreement, such permitted assignee succeeding to the original Grantee's rights under this Easement Agreement, and thereafter any other subsequent permitted assignee of the Grantee's rights under this Agreement (hereinafter collectively referred to in this Section 12 only as a "Successor Grantee") shall be required to carry the following insurance: a Successor Grantee shall maintain general liability insurance coverage with respect to the Easement Areas, which insurance shall: (i) be in a minimum amount of Two Million and No/100 Dollars ($2,000,000), (ii) be issued by an insurance company or municipal insurance trust licensed to do business in the State of Florida, (iii) provide for a 30-day notice of cancellation or modification to be given to all additional insureds thereunder, (iv) name the Indemnified Parties (as hereinafter defined) as additional insured, (v) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor, and (vi) insure the Successor Grantee's performance of its indemnification obligations hereunder. Such insurance shall be maintained for the full term of this Agreement with insurers currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best. In addition, Grantor may, in the exercise of its reasonable discretion, from time to time, request that Successor Grantee carry additional insurance and/or adjust insurance coverages to meet those amounts that would be carried by a prudent user using the Easement Areas for the same purpose as Successor Grantee. The Successor Grantee shall not do any Work until the Successor Grantee has obtained the insurance coverages required by Grantor in accordance with this provision and provided evidence of such insurance coverage to Grantor.

Grantor may also, in the exercise of its reasonable discretions, from time to time, request that Grantee or a Successor Grantee, as applicable, require all contractors engaged by the Grantee or a Successor Grantee, as applicable, to perform Work at or about the Easement Areas to carry additional insurance and/or adjust insurance coverages to meet those amounts that would be carried by a prudent user using the Easement Areas for the same purpose as Grantee or Successor Grantee, as applicable, and the contractor shall not do any Work until the contractor has obtained the insurance coverages required by Grantor in accordance with this provision and provided evidence of such insurance coverages to Grantor.

13. **Indemnification**. Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor and its partners, officers, directors, shareholders, agents, parent company, subsidiaries, affiliates, members, servants, insurers, lenders and employees (collectively, the "Indemnified Parties") from and against any and all claims, costs, damages, demands, encumbrances, expenses, injuries, liens, losses, damages, expenses, penalties, actions, lawsuits, orders and other proceedings, awards, fines, judgments and/or liabilities (including, without limitation, reasonable attorneys' fees and court costs incurred in connection therewith, such as those incurred in connection with the enforcement of this indemnity) (collectively, "claims") to the extent arising from or relating to Grantee's or its Agents' use of, or access to, the Grantor's Parcel (including the Easement Areas) by or through the Grantee and/or its Agents doing work in the Utility Easement Area, including, without limitation, claims related to accidents, bodily injury, personal injury, loss or damage of or to any person (including employees, agents or representatives of the parties hereto) or property, except to the extent of the negligence or wanton misconduct of the Grantor. The Grantee's indemnity obligations under this Easement Agreement shall not be limited by any coverage exclusions or other provisions in any policy of insurance maintained by the Grantee which is intended to respond to such events. This Section 13 may be relied upon by the Indemnified Parties and may be enforced directly by any of them against the Grantee in the same manner and for the same purpose as if pursuant to a contractual indemnity between them and the Grantee.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, 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 Indemnified Parties which may result under this Easement Agreement. In all events, the Grantor 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 not greater than a rate deemed reasonable in Brevard County, Florida.

14. **Injunctive Relief**. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

15. **Governing Law and Venue**. This Easement Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Easement Areas are in Brevard County, Florida.

16. **Notice**. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Easement Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200
Miami, Florida 33128
Attn: Patrick Goddard, President

With a copy to:

Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200
Miami, Florida 33128
Attn: Cynthia Bergmann, General Counsel

TO GRANTEE:

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

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Easement Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

17. **Condition of Easement Grantor's Parcel.** Grantee hereby accepts the Easement Areas in its "AS-IS, WHERE-IS" condition "WITH ALL FAULTS," and no representations, statements or warranties, express or implied, have been made by or on behalf of the Grantor in respect thereof. The Grantor will have no obligation whatsoever to make any improvements to the Easement Areas. To the extent any repair is necessitated by, or damage is otherwise incurred as the result of actions of, the Grantee or its Agents, such repair shall be made or damage corrected by Grantee at its sole cost and expense.

18. **Limitation of Liability**. The rights to use of the Grantor's Parcel (including the Easement Areas) granted herein shall be at the sole risk of the Grantee and the Grantor shall have no liability for any claims, including, without limitation, any claims for bodily injury, personal injury or property damage, incurred by or through Grantee or its Agents in connection with same.

19. **Maintenance and Repair by Grantee**. Grantee, at its sole cost and expense, shall maintain the Utility Easement Area and the Facilities thereon in a good and safe condition and in compliance with all Applicable Laws and Grantee shall, at its sole cost and expense, promptly repair any damage to the Facilities and the Utility Easement Area caused by or through the Grantee and/or its Agents in connection with the rights granted under this Agreement.

20. **Invalidity**. If any part of this Easement Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

21. **Waiver**. The failure or delay of any party at any time to require performance by another party of any provision of this Easement Agreement, even if known, shall not affect the rights of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Easement Agreement should not be construed as a waiver of the provision itself, or a waiver of any right, power or remedy under this Easement Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

22. **Third Parties**. Nothing in this Easement Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Easement Agreement on any person other than the parties hereto and their respective legal representatives, mortgagees, successors and permitted assigns, nor is anything to this Easement Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Easement Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Easement Agreement.

23. **Modification**. This Easement Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

24. **Assignment**. Grantee shall not assign or transfer its interest in this Easement Agreement in whole or in part, whether directly or by operation of law, without the prior written consent of the Grantor, which consent may be granted or withheld in Grantor's sole discretion.

25. **Entire Agreement**. This Easement Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement Agreement. The laws of Florida shall govern this Easement Agreement.

[signatures are on the following pages]

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

WITNESSES

GRANTOR:

BRIGHTLINE TRAINS FLORIDA LLC

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Name: _____
Title: _____

STATE OF FLORIDA
COUTNY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 , by _____ as _____ for Brightline Trains Florida LLC, a Delaware limited liability company, on behalf of the company.

(Seal) _____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification
Type of Identification*_____

WITNESSES

GRANTEE:

CITY OF COCOA

By:_____
Print Name:_____

By:_____
Stockton Whitten, City Manager

By:_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Stockton Whitten, as City Manager for City of Cocoa, on behalf of the city.

(Seal) _____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

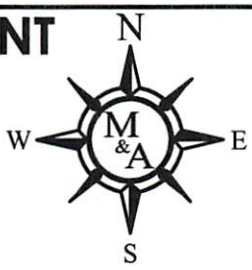
[ ] Personally Known OR
[ ] Produced Identification
Type of Identification*_____

EXHIBIT A

Utility Easement Area

[see attached]

CITY OF COCOA PUBLIC UTILITY EASEMENT
SKETCH OF LEGAL DESCRIPTION
EXHIBIT "A"
SECTION 10 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA



GRAPHIC SCALE
0 25 50
(IN FEET)
1 INCH = 50 FEET

STATE ROAD 528
LIMITED ACCESS R/W - VARIABLE WIDTH
ALSO KNOWN AS BEACHLINE EXPRESSWAY
FORMERLY KNOWN AS STATE ROAD 524/BEELINE EXPRESSWAY
SOUTHWESTERLY R/W

BRIGHTLINE TRAINS FLORIDA LLC
ORB 8326, PG. 652
PARCEL ID: 24-35-10-00-4

N74°59'21"W 197.51'

POINT OF CURVATURE

BRIGHTLINE TRAINS FLORIDA LLC
ORB 8326, PG. 652
PARCEL ID: 24-35-10-00-504

Δ=04°28'31"
R=17452.24'
L=1363.17'
CB=N84°49'25"W
CHD.=1362.82'

BEACHLINE PARTNERS LLC
ORB 9189, PG. 1049
PARCEL ID: 24-35-10-00-502

TANGENT BEARING: N82°35'09"W

RADIAL BEARING: S07°24'51"W 17452.24'

RADIUS POINT

SOUTH LINE OF SECTION 10

N00°05'30"W 102.78'
56.86'
53.39'
25.0'
45.91'
25.89
45.92'
S00°05'30"E 99.31'

S75°00'11"E 25.89'

CITY OF COCOA
PUBLIC UTILITY EASEMENT

Δ=00°04'58"
R=17452.24'
L=25.21'
CB=N82°37'38"W
CHD.=25.21'

EAST LINE OF SECTION 10
N00°05'30"W 2281.99' (R)

POINT OF BEGINNING
NORTHEAST CORNER OF
ORB 9189, PG. 1049 &
INTERSECTION WITH
NON-TANGENT CURVE,
CONCAVE SOUTHWESTERLY

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
SECTION 10
TOWNSHIP 24 SOUTH
RANGE 35 EAST
BREVARD COUNTY, FLORIDA

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SKETCH NOT VALID WITHOUT SHEETS 2, 3 & 4

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SHEET 1 OF 4

DRAWN: J. HUSSEY	CHD. BY: CSB	PROJECT: 2021-055	DWG.: 2021-055.DWG

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CITY OF COCOA
BEACHLINE PARTNERS LLC
BRIGHTLINE TRAINS FLORIDA LLC

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers, PSM 5990

Digitally signed by Christopher S. Bowers, PSM 5990
Date: 2021.10.01 15:13:07 -04'00'

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 10/1/2021 FLA. CERT. NO. 5990

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

CITY OF COCOA PUBLIC UTILITY EASEMENT
SKETCH OF LEGAL DESCRIPTION
EXHIBIT "A"
SECTION 10 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

CITY OF COCOA PUBLIC UTILITY EASEMENT
AN EASEMENT FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF UTILITIES, LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND RUN N00°05'30"W ALONG THE EAST LINE OF SECTION 10 A DISTANCE OF 2281.99 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9189, PAGE 1049, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 17452.24 FEET, AND A RADIAL BEARING OF S07°24'51"W, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT:

THENCE DEPARTING SAID EAST LINE OF SECTION 10, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'58", AN ARC LENGTH OF 25.21 FEET (SAID ARC SUBTENDED BY A CHORD HAVING A BEARING OF N82°37'38"W, AND A CHORD LENGTH OF 25.21 FEET); THENCE DEPARTING SAID ARC OF SAID CURVE, RUN N00°05'30"W A DISTANCE OF 102.78 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 528 (SAID ROAD BEING A LIMITED ACCESS RIGHT-OF-WAY OF VARIABLE WIDTH); THENCE S75°00'11"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 528, A DISTANCE OF 25.89 FEET TO A POINT LYING ON THE EAST LINE OF SAID SECTION 10; THENCE RUN S00°05'30"E ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 99.31 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,526.06 SQUARE FEET, OR 0.058 ACRES, MORE OR LESS.

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SHEET 2 OF 4

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-055	DWG.: 2021-055.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers, PSM 5990

Digitally signed by Christopher S. Bowers, PSM 5990
Date: 2021.10.01 15:13:29 -04'00'

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 10/1/2021 FLA. CERT. NO. 5990

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CITY OF COCOA
BEACHLINE PARTNERS LLC
BRIGHTLINE TRAINS FLORIDA LLC

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

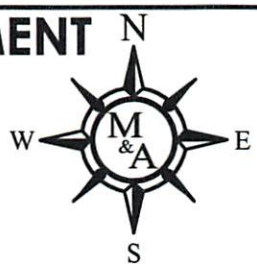
EXHIBIT B

Ingress / Egress Easement Area

[see attached]

CITY OF COCOA INGRESS/EGRESS EASEMENT
SKETCH OF LEGAL DESCRIPTION
EXHIBIT "B"

SECTION 10 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA



GRAPHIC SCALE
0 25 50
(IN FEET)
1 INCH = 50 FEET

STATE ROAD 528
LIMITED ACCESS R/W - VARIABLE WIDTH
ALSO KNOWN AS BEACHLINE EXPRESSWAY
FORMERLY KNOWN AS STATE ROAD 524/BEELINE EXPRESSWAY
SOUTHWESTERLY R/W

BRIGHTLINE TRAINS FLORIDA LLC
ORB 8326, PG. 652
PARCEL ID: 24-35-10-00-4

N74°59'21"W 197.51'

BRIGHTLINE TRAINS FLORIDA LLC
ORB 8326, PG. 652
PARCEL ID: 24-35-10-00-504

POINT OF CURVATURE

Δ=04°28'31"
R=17452.24'
L=1363.17'
CB=N84°49'25"W
CHD.=1362.82'

Δ=00°04'58"
R=17452.24'
L=25.21'
CB=N82°37'38"W
CHD.=25.21'

S75°00'11"E
25.89'

CITY OF COCOA
INGRESS/EGRESS
EASEMENT

25.0'
45.91'
45.92'
25.89
N00°05'30"W 102.78'
S00°05'30"E 99.31'
56.86'
53.39'

POINT OF BEGINNING
NORTHEAST CORNER OF
ORB 9189, PG. 1049 &
INTERSECTION WITH
NON-TANGENT CURVE,
CONCAVE SOUTHWESTERLY

BEACHLINE PARTNERS LLC
ORB 9189, PG. 1049
PARCEL ID: 24-35-10-00-502

RADIAL BEARING: S07°24'51"W 17452.24'

TANGENT BEARING: N82°35'09"W

EAST LINE OF SECTION 10
N00°05'30"W 2281.99' (R)

RADIUS POINT

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
SECTION 10
TOWNSHIP 24 SOUTH
RANGE 35 EAST
BREVARD COUNTY, FLORIDA

SOUTH LINE OF SECTION 10

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SHEET 3 OF 4

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-055	DWG.: 2021-055.DWG

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CITY OF COCOA
BEACHLINE PARTNERS LLC
BRIGHTLINE TRAINS FLORIDA LLC

EXHIBIT "B". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers, PSM 5990

Digitally signed by Christopher S. Bowers, PSM 5990
Date: 2021.10.01 15:13:44 -04'00'

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 10/1/2021 FLA. CERT. NO. 5990

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

CITY OF COCOA INGRESS/EGRESS EASEMENT
SKETCH OF LEGAL DESCRIPTION
EXHIBIT "B"
SECTION 10 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

CITY OF COCOA INGRESS/EGRESS EASEMENT

AN EASEMENT FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF UTILITIES, LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 2,526.06 SQUARE FEET, OR 0.058 ACRES, MORE OR LESS.

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SHEET 4 OF 4

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-055	DWG.: 2021-055.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers, PSM 5990

Digitally signed by Christopher S. Bowers, PSM 5990
Date: 2021.10.01 15:13:58 -04'00'

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 10/1/2021 FLA. CERT. NO. 5990

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CITY OF COCOA
BEACHLINE PARTNERS LLC
BRIGHTLINE TRAINS FLORIDA LLC

EXHIBIT "B". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

EXHIBIT C

Grantor's Parcel

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A parcel of land comprised of the lands described in Official Records Book 7000, Page 2377 and Official Records Book 7434, Page 1216 of the Official Records of Brevard County, Florida, lying in Section 10, Township 24 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the South 1/4 corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence N 00°15'05" W, a distance of 50.00 feet, to a point on the North right of way line of James Road, a 50 foot dedicated street, thence along said right of way line, N 89°44'07" W, a distance of 2113.38 feet to a point on the easterly right-of-way line of State Road No. 9 (Interstate 95), thence along said right of way line the next 3 courses: thence N 18°18'53" W, a distance of 109.59 feet to a point of curvature of a curve concave to the East, having a radius of 3725.72 feet, a central angle of 18°06'57", a chord bearing of N 09°15'16" W and a chord distance of 1173.09 feet, thence northwesterly along the arc of said curve a distance of 1177.99 feet; thence N 00°13'15" W, a distance of 205.31 feet to a point on the southerly right-of-way line of State Road No. 528 (also known as the "Beeline Expressway" formerly known as State Road 524) and a point of curvature of a curve concave to the East, having a radius of 600.49 feet, a central angle of 01°08'47", a chord bearing of N 00°21'37" E and a chord distance of 12.01 feet, thence northeasterly along the arc of said curve a distance of 12.01 feet to the POINT OF BEGINNING; thence continuing along said right of way line for the next 6 courses: thence continuing along the arc of said curve, having a radius of 600.49 feet, a central angle of 55°28'16", a chord bearing of N 28°40'08" E and a chord distance of 558.93 feet, thence northeasterly along the arc of said curve a distance of 581.37 feet; thence N 56°24'45" E, a distance of 1093.67 feet to a point of curvature of a circular curve concave Southeast, having a radius of 600.49 feet, a central angle of 32°11'55", a chord bearing of N 72°31'03" E and a chord distance of 333.04 feet, thence northeasterly along the arc of said curve a distance of 337.46 feet; thence N 88°36' 37" E, a distance of 1179.17 feet to a point of curvature of a curve concave to the South, having a radius of 5579.58 feet, a central angle of 16°24'19", a chord bearing of S 83°11'41" E and a chord distance of 1592.12 feet, thence Southeasterly along the arc of said curve a distance of 1597.57 feet; thence S 75°00'11" E, a distance of 774.64 feet to a point on the East line of Section 10; thence S 00°05'30" E along the East line of said Section 10, a distance of 45.92 feet; thence S 00° 01' 25" E, along the East line of said Section 10, a distance of 53.39 feet to a point on a non-tangent curve concave to the South having a radius of 17452.24 feet, a central angle of 04° 28' 31", a chord bearing of N 84° 49' 25" W and a chord distance of 1362.81 feet; thence westerly along the arc of said curve a distance of 1363.15 feet; thence N 89°05'44" W, a distance of 1321.11 feet; thence S 60°53'56" W, a distance of 804.50 feet to a point of curvature of a curve concave to the Northwest, having a radius of 2488.54 feet, a central angle of 11°15'25", a chord bearing S 66°31'39" W, and a chord distance of 488.13 feet; thence along the arc of said curve a distance of 488.92 feet; thence S 00°23'46" W, a distance of 301.90 feet; thence N 89°36'14" W, a distance of 1174.02 feet to the POINT OF BEGINNING.

Containing 52.033 acres or 2,266,561 square feet, more or less.

Prepared by and return to:
City of Cocoa
351 Shearer Blvd
Cocoa, Florida 32922

Parcel ID. #(s): 24-35-10-00-3

WATER LINE, SEWER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, **MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE LLC**, a Florida limited liability company, which is authorized to do business in the State of Florida and has a mailing address of 4878 SW 74th Court, Miami, Florida 33155(hereinafter "Grantor") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located within Brevard County, Florida more particularly described in **Exhibit C** attached hereto and made a part hereof (the "Grantor's Parcel"); and

WHEREAS, in order to provide water and sewer services to Grantor's Parcel and other property owned by other customers of Grantee (hereinafter referred to as the "Other Property"), Grantee desires to obtain and the Grantor desires to grant and create, on the terms and conditions hereinafter set forth, a non-exclusive perpetual easement over, under, through and across the Utility Easement Area (as hereinafter defined) for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of certain facilities for the provision of water and sewer, including water lines, sewer lines, reclaimed water lines, water mains, sewer mains, reclaimed water mains, pipes, service lines, tees, joints and appurtenances (hereinafter collectively referred to as the "Facilities"), as well as a non-exclusive perpetual easement for ingress and egress across the Ingress/Egress Easement Area (as hereinafter defined) in order to access and use the Utility Easement Area as provided herein; and

WHEREAS, providing water and sewer service to the Grantor's Parcel and the Other Property constitutes a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easements**. Subject to the terms and conditions of this Easement Agreement, Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements, reservations or grants of record, a perpetual non-exclusive water and sewer line easement (hereinafter the "Utility Easement") over, under, through, and across the portion of the Grantor's Parcel more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "Utility Easement Area"); and a perpetual non-exclusive ingress and egress easement (hereinafter, the "Ingress/Egress Easement" and with the Utility Easement hereinafter collectively referred to as the "Easements") across the portion of the Grantor's Parcel more particularly described in **Exhibit B,** attached hereto and incorporated herein by this reference (hereinafter the "Ingress/Egress Easement Area", and with the Utility Easement Area hereinafter collectively referred to as the "Easement Areas"). Said Easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of the Utility Easement.** The Utility Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Utility Easement Area for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of the Facilities as may be reasonably and customarily necessary for Grantee to provide water and sewer service to the Grantor's Parcel and the Other Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Ingress/Egress Easement Area to reasonably access its Facilities contained within the Utility Easement Area for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole cost and expense, the following rights are conveyed to Grantee by this Easement Agreement:

(a) the right for Grantee to design, construct, install, inspect, alter, improve, repair, rebuild, remove, connect to, disconnect from, and maintain the Facilities and related appurtenances within the Utility Easement Area in a manner which does not unreasonably interfere with the rights, privileges, facilities and improvements of the Existing Easement Holder (as hereinafter defined);

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Facilities in the Utility Easement Area, including convenient and reasonable access to such Facilities, provided such rights and privileges (i) do not unreasonably interfere with Grantor's and its employees, agents, contractors, lessees, licensees guests and invitees (collectively, the "Grantor's Agents") use of the Grantor's Parcel, and (ii) do not unreasonably interfere with the rights, privileges, facilities and improvements of other easement holders or users of the Easement Area, including, without limitation, the Existing Easement Holder; and

(c) for the enjoyment and use of said Utility Easement Area and Ingress/Egress Easement Area for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored, at no cost to the Grantor or the Existing Easement Holder, the surface and subsurface of the Easement Areas to the condition said Easement Areas were in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement or any other use or work

contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor and the Existing Easement Holder. Notwithstanding anything to the contrary contained in this Easement Agreement, it is expressly understood and agreed that the use of the Easement Areas by Grantee shall not unreasonably interfere with the current or future use by Grantor or the Grantor's Agents of the Grantor's Parcel, including, without limitation, development and/or re-development of the Grantor's Parcel.

6. **Notice and Approval for Construction Work; Notice Only for Repair and Maintenance Work**. The Grantee shall have no right to perform any Construction Work (as hereinafter defined) in the Utility Easement Area until the Grantor has first approved the Construction Work Plans (as hereinafter defined) in writing. As used herein, "Construction Work" shall mean any construction or installation of the Facilities in the Utility Easement Area by or through the Grantee, including any alteration, modification, relocation and/or removal work in connection with the Facilities and or any repair or maintenance of the Facilities requiring excavation of the Utility Easement Area. Repair and or maintenance of the Facilities which does not require excavation of the Utility Easement Area is hereinafter referred to as "Maintenance Work". At least ninety (90) days prior to the proposed commencement date of any Construction Work within the Utility Easement Area by or through the Grantee, the Grantee shall provide written notice to the Grantor of the proposed date of commencement of the Construction Work, along with copies of the proposed plans for any such Construction Work (the "Construction Work Plans"), for review and approval by Grantor. The Construction Work Plans shall contain all pertinent details regarding the proposed Construction Work, including all information regarding carrier pipe and casing pipe, showing subgrade pipe, proposed method of installation and the location of any jacking pit. Each submittal of Construction Work Plans shall be sent to the Grantor pursuant to the notice provisions of Section 16 hereof, and shall be delivered with the number of additional copies or prints as Grantor may request from time to time. No substantial departure shall be made at any time from any Construction Work Plans that have been submitted to, and approved by Grantor; provided, however, that if any commission or other regulatory body, duly constituted and appointed in compliance with the laws of the State of Florida and having jurisdiction over the Grantor's Parcel, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, renewal, or removal thereof, then said ruling or general order shall prevail. At least thirty (30) days prior to any Maintenance Work, Grantee shall provide written notice to the Grantor of the proposed date of the commencement of the Maintenance Work. Notwithstanding the foregoing in the event the Facilities need emergency repair or maintenance, then Grantee shall not be required to provide advance notice to Grantor prior to commencement of such emergency repair or maintenance work, but shall provide notice to Grantor as soon as reasonably practicable.

7. **Standards for Completion of Construction Work and Maintenance Work.** Grantee shall, and shall cause its employees, agents, representatives, contractors, and subcontractors (each an "Agent" and collectively, the "Agents") doing any Construction Work and/or Maintenance Work (collectively, "Work") in the Utility Easement Area to, comply with the following minimum standards: (a) all Work shall be performed in a good and workmanlike manner, at Grantee's sole cost and expense; (b) Grantee shall be responsible for the design, construction, installation, maintenance, use, repair and replacement of the Facilities in the Utility Easement Area in accordance with all governmental requirements, including, without limitation, all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations (collectively referred to as "Applicable Laws"); and (c) Grantee shall, and shall cause its Agents doing the Work in the Utility Easement Area to obtain, at no cost to Grantor, all necessary governmental permits and approvals in connection therewith. Grantee shall be responsible for any damage to the property of the Grantor or the property of the Existing Easement Holder

and their respective Agents that may be altered, damaged or destroyed in connection with the Work by Grantee or its Agents. NOTICE IS HEREBY GIVEN THAT NEITHER GRANTOR NOR THE EXISTING EASEMENT HOLDER WILL BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO OR FOR THE GRANTEE OR TO ANYONE PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER GRANTEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTERESTS OF GRANTOR OR THE EXISTING EASEMENT HOLDER. GRANTEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY AND ALL CONTRACTORS ENGAGED BY OR THROUGH GRANTEE TO PROVIDE LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT TO OR ABOUT THE GRANTOR'S PARCEL.

8. **Grantors' Use of Easements.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Easement Agreement, Grantor hereby reserves for itself the right to use the Easement Areas; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with Grantee's rights to use the Easement Areas as expressly provided in this Easement Agreement. It is expressly understood and agreed that the Grantor shall have the right at all times to enter the Utility Easement Area without prior notice to Grantee and take any action to inspect the Facilities and/or any condition at or about the Utility Easement Area and to direct the Grantee to take any and all action required to address any failure to comply with the terms hereof regarding the access to, or use of, the Easement Areas by or through Grantee. Moreover, it is expressly understood and agreed that the Grantor shall have the right to use and enjoy the Easement Areas for such purposes as shall not unreasonably interfere with the use of the Easement Areas for the purposes stated in this Easement Agreement. In the event Grantor or Grantor's Agents damage Grantee's Facilities in the Utility Easement Area, Grantor shall repair such damage to the Facilities at no cost to Grantee. It is expressly understood that the Easements granted to Grantee are non-exclusive and nothing set forth herein shall be interpreted in any way to restrict the Existing Easement Holder's rights to access, license, sell, transfer or otherwise use or allow the use in any way of the Easement Areas, except in a manner which would materially interfere with Grantee's use of the Easement Areas for the purposes set forth herein. Notwithstanding anything to the contrary contained herein, Grantor shall have the right, upon not less than three hundred sixty five (365) days prior written notice to Grantee, to relocate all or part of the Facilities within the Easement Areas to another portion of the Grantor's Parcel and direct that Grantee relocate any or all installed Facilities to such relocated Utility Easement Area ("Relocation"). In the event of a Relocation, the parties agree that this Easement Agreement shall be amended to modify the description of the Utility Easement Area and/or Ingress/Egress Easement Areas, as applicable, as relocated pursuant to a Relocation. Grantor and Grantee agree to execute in timely fashion such instruments as may reasonably be requested to evidence a Relocation. In the event Grantor, in its sole discretion, exercises its right to cause a Relocation, then Grantor shall bear the cost and expense of the relocation of the Facilities.

9. **Easements Run with the Land**. The Easements shall remain a charge against the Grantor's Parcel. Therefore, the Easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the Grantor's Parcel, or a portion thereof, relating to the Easement Areas, even though the conveyance makes no reference to these Easements as such. Notwithstanding the foregoing, the Grantee agrees that whenever the Easements shall be abandoned by it for the use and purpose expressly provided for in this Easement Agreement, the Easements shall thereupon cease and terminate.

10. **Recordation**. Grantee shall, at its sole cost and expense, record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement Agreement.

11. **Sovereign Immunity**. Nothing contained in this Easement Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Grantee's potential liability under state or federal law.

12. **Insurance**. The Grantee and a Successor Grantee (as hereinafter defined) shall require all contractors engaged by the Grantee or a Successor Grantee, as applicable, to perform Work at or about the Utility Easement Area, including any installation and/or maintenance of Facilities to carry the following types of insurance in at least the limits specified below (which may be provided as a combination of primary and excess coverage):

a. Workers' Compensation Insurance
   i. Workers' Compensation Insurance at statutory limits; and
   ii. Employer's Liability Insurance with limits of at least $1,000,000

b. Commercial General Liability Insurance
   i. $1,000,000 each occurrence
   ii. $1,000,000 bodily injury
   iii. $2,000,000 products/completed operations aggregate
   iv. $2,000,000 general aggregate

c. Automobile Liability Insurance, written to cover all owned, hired and non-owned automobiles
   i. $1,000,000 combined single limit

d. Umbrella/Excess Insurance
   i. $5,000,000 each occurrence and aggregate.

These coverages and limits maintained by any/all contractors shall (i) be issued by an insurance company or municipal insurance trust licensed to do business in the State of Florida. , (ii) provide for a 30-day notice of cancellation or modification to be given to all additional insureds thereunder, (iii) name the Indemnified Parties (as hereinafter defined) as additional insured, (iv) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor, and (v) insure the contractor's performance of its indemnification obligations hereunder. Such insurance shall be maintained for the full term of this Agreement with insurers currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best.

It is agreed, however, that subcontractors working for a prime contractor may obtain insurance in accordance with industry standards rather than these limits and terms.

Evidence that the insurance coverage required hereunder is in place by contractors shall be furnished to Grantor upon request and prior to the commencement of Work on or about the Utility Easement Area. In addition, renewal certificates shall be provided to Grantor at least thirty (30) days prior to the expiration date of the current policy. All such certificates shall state that the Grantor shall be notified in

writing thirty (30) days prior to cancellation of any such insurance and that the Indemnified Parties (as hereinafter defined) are additional insureds thereunder. All insurance required to be maintained by the contractors shall be issued by an insurance company licensed to do business in the State of Florida and subject to the reasonable approval of the Grantor.

In the event of a permitted assignment of the original Grantee's rights under this Easement Agreement, such permitted assignee succeeding to the original Grantee's rights under this Easement Agreement, and thereafter any other subsequent permitted assignee of the Grantee's rights under this Agreement (hereinafter collectively referred to in this Section 12 only as a "Successor Grantee") shall be required to carry the following insurance: a Successor Grantee shall maintain general liability insurance coverage with respect to the Easement Areas, which insurance shall: (i) be in a minimum amount of Two Million and No/100 Dollars ($2,000,000), (ii) be issued by an insurance company or municipal insurance trust licensed to do business in the State of Florida, (iii) provide for a 30-day notice of cancellation or modification to be given to all additional insureds thereunder, (iv) name the Indemnified Parties (as hereinafter defined) as additional insured, (v) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor, and (vi) insure the Successor Grantee's performance of its indemnification obligations hereunder. Such insurance shall be maintained for the full term of this Agreement with insurers currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best. In addition, Grantor may, in the exercise of its reasonable discretion, from time to time, request that Successor Grantee carry additional insurance and/or adjust insurance coverages to meet those amounts that would be carried by a prudent user using the Easement Areas for the same purpose as Successor Grantee. The Successor Grantee shall not do any Work until the Successor Grantee has obtained the insurance coverages required by Grantor in accordance with this provision and provided evidence of such insurance coverage to Grantor.

Grantor may also, in the exercise of its reasonable discretions, from time to time, request that Grantee or a Successor Grantee, as applicable, require all contractors engaged by the Grantee or a Successor Grantee, as applicable, to perform Work at or about the Easement Areas to carry additional insurance and/or adjust insurance coverages to meet those amounts that would be carried by a prudent user using the Easement Areas for the same purpose as Grantee or Successor Grantee, as applicable, and the contractor shall not do any Work until the contractor has obtained the insurance coverages required by Grantor in accordance with this provision and provided evidence of such insurance coverages to Grantor.

13. **Indemnification**. Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor, the Existing Easement Holder, and their respective partners, officers, directors, shareholders, agents, parent company, subsidiaries, affiliates, members, servants, insurers, lenders and employees (collectively, the "Indemnified Parties") from and against any and all claims, costs, damages, demands, encumbrances, expenses, injuries, liens, losses, damages, expenses, penalties, actions, lawsuits, orders and other proceedings, awards, fines, judgments and/or liabilities (including, without limitation, reasonable attorneys' fees and court costs incurred in connection therewith, such as those incurred in connection with the enforcement of this indemnity) (collectively, "claims") to the extent arising from or relating to Grantee's or its Agents' use of, or access to, the Grantor's Parcel (including the Easement Areas) by or through the Grantee and/or its Agents doing work in the Utility Easement Area, including, without limitation, claims related to accidents, bodily injury, personal injury, loss or damage of or to any person (including employees, agents or representatives of the parties hereto) or property, except to the extent of the negligence or wanton misconduct of the Grantor. The Grantee's indemnity obligations under this Easement Agreement shall not be limited by any coverage exclusions or other provisions in any policy

of insurance maintained by the Grantee which is intended to respond to such events. This Section 13 may be relied upon by the Indemnified Parties and may be enforced directly by any of them against the Grantee in the same manner and for the same purpose as if pursuant to a contractual indemnity between them and the Grantee.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, 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 Indemnified Parties which may result under this Easement Agreement. In all events, the Grantor 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 not greater than a rate deemed reasonable in Brevard County, Florida.

14. **Injunctive Relief**. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

15. **Governing Law and Venue**. This Easement Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Easement Areas are in Brevard County, Florida.

16. **Notice**. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Easement Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

Mountain Cove Homes At Lakes At Cocoa Grove
4872 SW 74 Court
Miami, FL 33155

With a copy to:

Alexis Gonzalez
The Law Offices of Alexis Gonzalez, PA
3162 Commodore Plaza, Suite 3E
Coconut Grove, FL 33133

TO GRANTEE:

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

With a copy to:

Attn: Utilities Director
City of Cocoa, Florida
351 Shearer Blvd
Cocoa, Florida 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Easement Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

17. **Condition of Easement Grantor's Parcel.** Grantee hereby accepts the Easement Areas in its "AS-IS, WHERE-IS" condition "WITH ALL FAULTS," and no representations, statements or warranties, express or implied, have been made by or on behalf of the Grantor in respect thereof. The Grantor will have no obligation whatsoever to make any improvements to the Easement Areas. To the extent any repair is necessitated by, or damage is otherwise incurred as the result of actions of, the Grantee or its Agents, such repair shall be made or damage corrected by Grantee at its sole cost and expense.

18. **Limitation of Liability**. The rights to use of the Grantor's Parcel (including the Easement Areas) granted herein shall be at the sole risk of the Grantee and the Grantor shall have no liability for any claims, including, without limitation, any claims for bodily injury, personal injury or property damage, incurred by or through Grantee or its Agents in connection with same.

19. **Maintenance and Repair by Grantee**. Grantee, at its sole cost and expense, shall maintain the Utility Easement Area and the Facilities thereon in a good and safe condition and in compliance with all Applicable Laws and Grantee shall, at its sole cost and expense, promptly repair any damage to the Facilities and the Utility Easement Area caused by or through the Grantee and/or its Agents in connection with the rights granted under this Agreement.

20. **Invalidity**. If any part of this Easement Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

21. **Waiver**. The failure or delay of any party at any time to require performance by another party of any provision of this Easement Agreement, even if known, shall not affect the rights of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Easement Agreement should not be construed as a waiver of the provision itself, or a waiver of any right, power or remedy under this Easement Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

22. **Third Parties**. Nothing in this Easement Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Easement Agreement on any person other than the parties hereto and their respective legal representatives, mortgagees, successors and permitted assigns, nor is anything to this Easement Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Easement Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Easement Agreement. Notwithstanding any provision in this Easement Agreement to the contrary, Grantee acknowledges that Brightline Trains Florida LLC, a Delaware limited liability company, and its successors and assigns (collectively, the "Existing Easement Holder"), as easement holder in the Easement Areas is a third party beneficiary to this Easement Agreement and it is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it was a party to this Agreement, and has executed the Joinder and Consent Agreement attached hereto.

23. **Modification**. This Easement Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

24. **Assignment**. Grantee shall not assign or transfer its interest in this Easement Agreement in whole or in part, whether directly or by operation of law, without the prior written consent of the Grantor, which consent may be granted or withheld in Grantor's sole discretion.

25. **Entire Agreement**. This Easement Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement Agreement. The laws of Florida shall govern this Easement Agreement.

[signatures are on the following pages]

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

WITNESSES

By:_____
Print Name:_____

By:_____
Print Name:_____

GRANTOR:

MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE LLC

By:_____
Name: _____
Title: _____

STATE OF FLORIDA
COUTNY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 , by _____ as _____ for Mountain Cove Homes at Lakes at Cocoa Grove LLC, a Florida limited liability company, on behalf of the company.

(Seal) _____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification
Type of Identification*_____

WITNESSES

GRANTEE:

CITY OF COCOA

By:_____
Print Name:_____

By:_____
Stockton Whitten, City Manager

By:_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Stockton Whitten, as City Manager for City of Cocoa, on behalf of the city.

(Seal) _____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification
Type of Identification*_____

EXHIBIT A

Utility Easement Area

[see attached]

EXHIBIT "A"

SKETCH OF DESCRIPTION

PARENT PARCEL ID#: 24-35-10-00-3
PURPOSE: 25.00' WIDE WATERLINE EASEMENT
SKETCH NOT VALID WITHOUT SHEETS 2 AND 3

NOTE:
1) SEE SHEET 2 FOR DESCRIPTION.
2) SEE SHEET 3 FOR NOTES, LEGEND AND CERTIFICATION.

NORTH

GRAPHIC SCALE

200' 0' 100' 200' 400'

(IN FEET)
1 INCH = 200 FT.

PLAT OF
CANAVERAL GROVES SUBDIVISION UNIT 1 SECTION 3
PER PLAT BOOK 13, PAGES 132-135

LOT 4, BLOCK 1	LOT 3, BLOCK 1	PARCEL ID: 24-35-03-75-1-1

100' WIDE CANAL

100' WIDE CANAL

100'

POINT-OF-COMMENCEMENT
NE CORNER OF SEC 10, TWP 24 S, RNG 35 E
FND 4"x4" CM (NO ID)
CCR #0042617

2276.01'

15.00 FOOT WIDE PRIVATE INGRESS-EGRESS AND UTILITY EASEMENT PER ORB 78, PG 639

UNRECORDED PLAT OF CANAVERAL GROVES SUBDIVISION
SECTION 11 PER SURVEY BOOK 2, PAGE 62

LANDS DESCRIBED IN ORB 8563, PAGE 760

EAST LINE OF NE 1/4 SEC. 10

S 00°31'49" E

100' WIDE CANAL

POINT-OF-BEGINNING
25.00' WIDE WATERLINE EASEMENT

N 89°28'11" E
25.00'

25' VT USA EASEMENT

R/W LINE

R=59.38'
Δ=105°32'27"
L=109.38'
CH=94.56'
CB=N 52°14'25" E

N 00°31'49" W
215.16'

326.21'
S 00°31'49" E

OSAGE ST
(60' WIDE R/W)

25.00'

150.00'

N 15°00'39" E
25.00'

N 74°59'21" W
111.05'

44.07'

100' WIDE CANAL

PROPOSED 15' FPL EASEMENT

S. LINE NE 1/4 OF SEC. 10

FDOT RIGHT-OF-WAY MAP OF
SR 528 & SR 9
(I-95) INTERCHANGE
SECTION 70007-2508
LAST REVISED 09-29-2014

E 1/4 CORNER OF SEC 10, TWP 24 S, RNG 35 E
5/8" RB PER CCR #0042618 DESTROYED IN SR 528 CONSTRUCTION
SET 4" CM "BMEG LB3535"

WATERLINE EASEMENT
11,502 SQ. FT.
0.26 AC.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
LAKES AT COCOA GROVE
BREVARD COUNTY FLORIDA

SHEET 1.3

DRAWN BY: JWS CHECKED BY: JBC	SCALE: 1" = 400'	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
DATE: 2022-04-25	DRAWING: 21-0569.000-SK05.DWG	REVISIONS	DATE	DESCRIPTION	

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

O:\Merritt_Island\Dwg\DRMP-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T24S-R35E-S10 - 412401 BMEG\21-0569.000-sk05.dwg Plotted: May 24, 2022 - 10:25am by jschmidt

EXHIBIT "A"

LEGAL DESCRIPTION

PARENT PARCEL ID#: 24-35-10-00-3
PURPOSE: 25.00' WIDE WATERLINE EASEMENT
SKETCH NOT VALID WITHOUT SHEETS 1 AND 3

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE S 00°31'49" E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 2276.01 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE S 00°31'49" E, ALONG SAID EAST LINE, A DISTANCE OF 326.21 FEET TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEACH LINE EXPRESSWAY"); THENCE N 74°59'21" W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 111.05 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE N 15°00'39" E, A DISTANCE OF 25.00 FEET TO A POINT ON A 59.38 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST AND HAVING A CHORD BEARING OF N 52°14'25" E; THENCE NORTHEASTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°32'27", AN ARC DISTANCE OF 109.38 FEET TO A POINT-OF-TANGENCY; THENCE N 00°31'49" W, PARALLEL WITH AND 25.00 FEET WEST, BY RIGHT ANGLE MEASURE OF SAID EAST LINE OF SECTION 10, A DISTANCE OF 215.16 FEET; THENCE N 89°28'11" E, A DISTANCE OF 25.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.26 ACRES (11,502 SQUARE FEET), MORE OR LESS.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
LAKES AT COCOA GROVE
BREVARD COUNTY FLORIDA

SHEET 2.3

DRAWN BY: JWS CHECKED BY: JBC	SCALE: NTS	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
DATE: 2022-04-25	DRAWING: 21-0569.000-SK05.DWG	REVISIONS	DATE	DESCRIPTION	

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

O:\Merritt_Island\Dwg\DRMP-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T24S-R35E-S10 - 412401 BHEC\21-0569.000-sk05.dwg Plotted: May 24, 2022 - 10:18am by jschmidt

EXHIBIT "A"

NOTES, LEGEND AND CERTIFICATION

PARENT PARCEL ID#: 24-35-10-00-3
PURPOSE: 25.00' WIDE WATERLINE EASEMENT
SKETCH NOT VALID WITHOUT SHEETS 1 AND 2

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING S 00°31'49" E, BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD '83/'09).
3. INFORMATION SHOWN HEREON IS BASED ON A SURVEY BY BUSSEN-MAYER ENGINEERING GROUP, INC., PROJECT NUMBER 412401, DATED JANUARY 8, 2021, REVISED OCTOBER 04, 2021.
4. THIS SKETCH & DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
5. CERTIFIED TO:

   LAKES AT COCOA GROVE;
   CITY OF COCOA

LEGEND:

ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
PU	PUBLIC UTILITIES
PU & DE	PUBLIC UTILITIES AND DRAINAGE EASEMENT
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
±	PLUS OR MINUS
℄	CENTERLINE
(TYP)	TYPICAL
ID	IDENTIFICATION
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
C	CHORD
CB	CHORD BEARING
CCR	CERTIFIED CORNER REPORT
TB	TANGENT BEARING

JOSEPH BARRY CABANISS CERTIFICATE No. 4524 ★ STATE OF FLORIDA REGISTERED LAND SURVEYOR

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOSEPH BARRY CABANISS, P.L.S. — DATE
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
DRMP, INC. CERTIFICATE NO.: 2648

DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
LAKES AT COCOA GROVE
BREVARD COUNTY FLORIDA

SHEET 3.3

DRAWN BY: JWS CHECKED BY: JBC	SCALE: NTS	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 2022-04-25	DRAWING: 21-0569.000-SK05.DWG				

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

O:\Merritt_Island\Dwg\DRMP-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T24S-R35E-S10 - 412401 BMEC\21-0569.000-sk05.dwg Plotted: May 24, 2022 - 7:36am by jschmidt

EXHIBIT B

Ingress / Egress Easement Area

[see attached]

EXHIBIT "B"

SKETCH OF DESCRIPTION

PARENT PARCEL ID#: 24-35-10-00-3
PURPOSE: 25.00' WIDE WATERLINE EASEMENT
SKETCH NOT VALID WITHOUT SHEETS 2 AND 3

NOTE:
1) SEE SHEET 2 FOR DESCRIPTION.
2) SEE SHEET 3 FOR NOTES, LEGEND AND CERTIFICATION.

NORTH

GRAPHIC SCALE

200' 0' 100' 200' 400'

(IN FEET)
1 INCH = 200 FT.

PLAT OF
CANAVERAL GROVES
SUBDIVISION UNIT 1 SECTION 3
PER PLAT BOOK 13, PAGES 132-135

LOT 4, BLOCK 1	LOT 3, BLOCK 1	PARCEL ID: 24-35-03-75-1-1

100' WIDE CANAL

100' WIDE CANAL

100'

POINT-OF-COMMENCEMENT
NE CORNER OF SEC 10, TWP 24 S, RNG 35 E
FND 4"x4" CM (NO ID)
CCR #0042617

2276.01'

15.00 FOOT WIDE PRIVATE INGRESS-EGRESS AND UTILITY EASEMENT PER ORB 78, PG 639

UNRECORDED PLAT OF CANAVERAL GROVES SUBDIVISION SECTION 11 PER SURVEY BOOK 2, PAGE 62

LANDS DESCRIBED IN ORB 8563, PAGE 760

EAST LINE OF NE 1/4 SEC. 10

S 00°31'49" E

100' WIDE CANAL

POINT-OF-BEGINNING
25.00' WIDE WATERLINE EASEMENT

25' VT USA EASEMENT

N 89°28'11" E
25.00'

R/W LINE

R=59.38'
Δ=105°32'27"
L=109.38'
CH=94.56'
CB=N 52°14'25" E

N 00°31'49" W
215.16'

326.21'
S 00°31'49" E

OSAGE ST
(60' WIDE R/W)

25.00'

150.00'

N 15°00'39" E
25.00'

N 74°59'21" W
111.05'

100' WIDE CANAL

44.07'

PROPOSED 15' FPL EASEMENT

S. LINE NE 1/4 OF SEC. 10

WATERLINE EASEMENT
11,502 SQ. FT.
0.26 AC.

FDOT RIGHT-OF-WAY MAP OF
SR 528 & SR 9
(I-95) INTERCHANGE
SECTION 70007-2508
LAST REVISED 09-29-2014

E 1/4 CORNER OF SEC 10, TWP 24 S, RNG 35 E
5/8" RB PER CCR #0042618 DESTROYED IN SR 528 CONSTRUCTION
SET 4" CM "BMEG LB3535"

DRMP
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SKETCH & DESCRIPTION PREPARED FOR:
LAKES AT COCOA GROVE
BREVARD COUNTY FLORIDA

SHEET 1.3

DRAWN BY: JWS CHECKED BY: JBC	SCALE: 1" = 400'	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
DATE: 2022-04-25	DRAWING: 21-0569.000-SK05.DWG	REVISIONS	DATE	DESCRIPTION	

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O:\Merritt Island\Orig\0569-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T145-4356-510 - 412401 BMEG\21-0569.000-sk05.dwg Plotted: May 24, 2022 - 10:25am by jchmiel

EXHIBIT "B"

LEGAL DESCRIPTION

PARENT PARCEL ID#: 24-35-10-00-3
PURPOSE: 25.00' WIDE WATERLINE EASEMENT
SKETCH NOT VALID WITHOUT SHEETS 1 AND 3

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE S 00°31'49" E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 2276.01 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE S 00°31'49" E, ALONG SAID EAST LINE, A DISTANCE OF 326.21 FEET TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEACH LINE EXPRESSWAY"); THENCE N 74°59'21" W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 111.05 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE N 15°00'39" E, A DISTANCE OF 25.00 FEET TO A POINT ON A 59.38 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST AND HAVING A CHORD BEARING OF N 52°14'25" E; THENCE NORTHEASTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°32'27", AN ARC DISTANCE OF 109.38 FEET TO A POINT-OF-TANGENCY; THENCE N 00°31'49" W, PARALLEL WITH AND 25.00 FEET WEST, BY RIGHT ANGLE MEASURE OF SAID EAST LINE OF SECTION 10, A DISTANCE OF 215.16 FEET; THENCE N 89°28'11" E, A DISTANCE OF 25.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.26 ACRES (11,502 SQUARE FEET), MORE OR LESS.

DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
LAKES AT COCOA GROVE
BREVARD COUNTY FLORIDA

SHEET 2.3

DRAWN BY: JWS CHECKED BY: JBC	SCALE: NTS	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 2022-04-25	DRAWING: 21-0569.000-SK05.DWG				

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PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

C:\Merritt_Island\Dwg\0DRMP-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - TMS-8355-510 - 412401 BMEA\21-0569.000-sk05.dwg Plotted: May 24, 2022 - 10:10am by johnvet

EXHIBIT "B"

NOTES, LEGEND AND CERTIFICATION

PARENT PARCEL ID#: 24-35-10-00-3
PURPOSE: 25.00' WIDE WATERLINE EASEMENT
SKETCH NOT VALID WITHOUT SHEETS 1 AND 2

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING S 00°31'49" E, BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD '83/'09).
3. INFORMATION SHOWN HEREON IS BASED ON A SURVEY BY BUSSEN-MAYER ENGINEERING GROUP, INC., PROJECT NUMBER 412401, DATED JANUARY 8, 2021, REVISED OCTOBER 04, 2021.
4. THIS SKETCH & DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
5. CERTIFIED TO:

   LAKES AT COCOA GROVE;
   CITY OF COCOA

LEGEND:

ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
PU	PUBLIC UTILITIES
PU & DE	PUBLIC UTILITIES AND DRAINAGE EASEMENT
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
±	PLUS OR MINUS
℄	CENTERLINE
(TYP)	TYPICAL
ID	IDENTIFICATION
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
C	CHORD
CB	CHORD BEARING
CCR	CERTIFIED CORNER REPORT
TB	TANGENT BEARING

JOSEPH BARRY CABANISS CERTIFICATE No. 4524 STATE OF FLORIDA REGISTERED LAND SURVEYOR

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOSEPH BARRY CABANISS, P.L.S.	DATE
FLORIDA SURVEYOR'S CERTIFICATE NO.:	4524
DRMP, INC. CERTIFICATE NO.:	2648

DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
LAKES AT COCOA GROVE
BREVARD COUNTY FLORIDA

SHEET 3.3

DRAWN BY: JWS CHECKED BY: JBC	SCALE: NTS	PROJECT NO. 21-0569.000		SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
DATE: 2022-04-25	DRAWING: 21-0569.000-SK05.DWG	REVISIONS	DATE / DESCRIPTION	

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PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

O:\Merritt Island\0569-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T345-4355-510 - 412401 BMS\21-0569.000-sk05.dwg Plotted: May 24, 2022 - 7:35am by jschmidt

EXHIBIT C

Grantor's Parcel

PARCEL 1:
A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; RUN THENCE SOUTH 89°57'44" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 329.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'44" EAST, ALONG SAID NORTH LINE A DISTANCE OF 2266.28 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 10, SOUTH 00°32'12" EAST, A DISTANCE OF 2235.09 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE SOUTH 88°36'31" WEST (CALCULATED MEASUREMENT) SOUTH 88°40'54" WEST (DEED) ALONG SAID EXISTING NORTH RIGHT- OF-WAY LINE A DISTANCE OF 454.64 FEET; THENCE NORTH 87°19'06" WEST, A DISTANCE OF 638.49 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 31°18'50" (CALCULATED MEASUREMENT) 31°18'48" (DEED); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 491.88 FEET (CALCULATED MEASUREMENT) 491.87 (DEED) FEET; THENCE NORTH 56°04'39" WEST (CALCULATED MEASUREMENT) NORTH 56°00'19" WEST (DEED), A DISTANCE OF 398.70 FEET (CALCULATED MEASUREMENT) 398.75 FEET (DEED) TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 969.79 FEET, A CENTRAL ANGLE OF 37°46'38"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 639.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95); THENCE NORTH 00°11'53" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95), A DISTANCE OF 566.36 FEET; THENCE NORTH 01°55'04" WEST, A DISTANCE OF 300.93 FEET; THENCE NORTH 01°20'38" WEST, A DISTANCE OF 476.50 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT THE AREA FOR BORROW PIT NO. 19 AND HAUL ROAD AS SET FORTH IN CIRCUIT COURT MINUTE BOOK 57, PAGE 479, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, OTHER THAN THE REVERSIONARY INTEREST, DESCRIBED AS FOLLOWS:
BORROW PIT NO. 19
A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA:
COMMENCE AT THE NORTH BOUNDARY OF SAID SECTION 10, AT A POINT 150 FEET EAST FROM THE NORTHWEST CORNER THEREOF, RUN THENCE SOUTH 00°12'38" EAST, 50 FEET; THENCE NORTH 89°59'22" EAST, 499.83 FEET TO THE NORTHWEST CORNER OF BORROW PIT NO. 19 AND THE POINT OF BEGINNING; CONTINUE THENCE NORTH 89°59'22" EAST, 600 FEET; THENCE SOUTH 00°00'38" EAST, 550 FEET;

THENCE SOUTH 89°59'22" WEST, 600 FEET; THENCE NORTH 00°00'38" WEST, 550 FEET TO THE POINT OF BEGINNING.
AND
HAUL ROUTE FOR BORROW PIT NO. 19
THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING SOUTH AND WITHIN 50 FEET OF A LINE DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF BORROW PIT NO. 19 AS DESCRIBED ABOVE, RUN THENCE SOUTH 89°59'22" WEST, 499.83 FEET TO THE END OF SAID LINE AS HEREIN DESCRIBED.
PARCEL 2:
A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE SOUTH 89°57'44" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 2595.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'44" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 70.51 FEET, TO THE NORTH QUARTER CORNER OF SECTION 10; THENCE SOUTH 89°57'56" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 1926.93 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°32'12" EAST, A DISTANCE OF 2404.54 FEET, TO A POINT ON A CURVE ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE THAT IS CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 15°41'33"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1610.32 FEET; THENCE SOUTH 88°36'31" WEST (CALCULATED MEASUREMENT) SOUTH 88°40'54" WEST (DEED), A DISTANCE OF 404.03 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°32'12" WEST, A DISTANCE OF 2235.09 FEET, TO THE POINT OF BEGINNING.
PARCEL 3:
A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE SOUTH 89°57'44" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 2666.23 FEET TO THE NORTH QUARTER CORNER OF SECTION 10; THENCE SOUTH 89°57'56" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 1926.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'56" EAST, ALONG SAID NORTH LINE OF SAID SECTION 10, A DISTANCE OF 738.58 FEET TO THE NORTHEAST CORNER OF SECTION 10; THENCE SOUTH 00°32'12" EAST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 2602.18 FEET, TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE

NORTH 74°59'21" WEST, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 693.63 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 00°42'35"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.84 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°32'12" WEST, A DISTANCE OF 2404.54 FEET TO THE POINT OF BEGINNING.

JOINDER AND CONSENT AGREEMENT

TO: CITY OF COCOA, a Florida municipal corporation, with its mailing address at 65 Stone Street, Cocoa, Florida 32922 (hereinafter referred to as "**Grantee**").

WITNESSETH:

WHEREAS, MOUNTAIN COVE HOMES AT LAKES OF COCOA GROVE LLC, a Florida limited liability company (hereinafter referred to as "**Grantor**") has agreed to convey and grant the easements described in Section 2 of the foregoing Water Line, Sewer Line & Ingress/Egress Easement Agreement (hereinafter referred to as the "**Easement Agreement**") for water and sewer lines over under, through and across the real property in Brevard County, Florida defined in said Easement Agreement as the Utility Easement Area (said easement being referred to in this Joinder and Consent Agreement ("**Agreement**") as the "**Utility Easement**"), and ingress and egress across the real property in Brevard County, Florida defined in said Easement Agreement as the Ingress/Egress Easement Area (said easement being referred to in this Agreement as the "**Ingress/Egress Easement**", and with the Utility Easement are hereinafter collectively referred to in this Agreement as the "**Easements**");

WHEREAS, BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company (hereinafter referred to as "**Brightline**") reserved unto itself, its contractors, subcontractors, agents, employees, licensees, successors and assigns, certain perpetual and exclusive easement rights to use and possess the property, including the Utility Easement Area and the Ingress/Egress Easement Area, pursuant to the easement reservation (hereinafter, "**Reserved Easement**") made in that certain Special Warranty Deed dated February 19, 2021, and recorded March 3, 2021, in Official Records Book 9037, Page 2799, of the Public Records of Brevard County, Florida.

NOW THEREFORE, for and in consideration of the premises and the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are expressly incorporated into and made part of this Agreement as if fully rewritten herein.

2. Subject to the terms of this Agreement, Brightline does hereby and herewith consent to and join with Grantor in the Easements (to the extent located in the Reserved Easement), subject to the terms and conditions of the foregoing Easement Agreement.

3. It is expressly understood and agreed that this Agreement shall not be construed as a limitation on the rights of Grantor (including its successors and assigns) and Brightline (including its successors and assigns) to amend, modify or otherwise supplement, from time to time, the Reserved Easement and/or rights thereunder. Further, this Agreement shall not be construed to allow the Grantor (including its successors and assigns) to amend the Easement Agreement, except by a written instrument executed by Brightline (including its successors and assigns) that is recorded in the Public records of Brevard County, Florida.

4. This Agreement shall inure to the benefit of, and is binding upon, all the parties hereto and their respective successors and/or assigns.

5. This Agreement shall be construed according to the laws of the State of Florida. Any action arising under or relating to this Agreement shall be venued in Brevard County, Florida, and all parties acknowledge and consent to the jurisdiction of the courts located in such county. To encourage prompt and equitable resolution of any litigation that may arise with respect to this Agreement, the parties hereby waive any rights any of them may have to a trial by jury of any such litigation.

Signed, sealed and delivered in the presence:

BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company

_____
Print Name:_____

By: _____
Name: _____
Its: _____

_____
Print Name:_____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 , by _____, as _____of Brightline Trains Florida LLC, a Delaware limited liability company, on behalf of the company.

(Seal) _____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[ ] Personally Known OR
[ ] Produced Identification
Type of Identification*_____

Legislation Details (With Text)

File #:	23-628	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	10/9/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Approval to enter into a multi-year agreement with Brevard County regarding the Public Safety Radio System Annual User Agreement and the City of Cocoa for radio system services. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY24-RadioBackboneFees.pdf CiRates-FY24.pdf PS Radio Agreement with County (Cocoa Revised CLEAN).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 9, 2023
Agenda Date: November 14, 2023
Prepared By: Dara Hennessey, Assistant Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Approval to enter into a multi-year agreement with Brevard County regarding the Public Safety Radio System Annual User Agreement and the City of Cocoa for radio system services.

BACKGROUND:

The County 800 MHz Intergovernmental Radio Communications Program (ICP) was approved by the Division of Communications of the Department of Management Services (DIVCOM), on January 11, 1994, under the subsection 318.21(9) Florida Statutes. The
County owns, operates, and maintains the 800 MHz Intergovernmental Radio Communication Program (ICP) and provides continuous (24 hour, 7 days a week for 365 days per year) outdoor radio system availability to the greatest extent possible in light of maintenance requirements and unforeseen outages to the City of Cocoa and other municipalities within the County. The County grants access and use of the system to the city to help coordinate public safety and homeland security functions which promotes a more efficient joint public safety operation in Brevard County, Florida.

Additionally, pursuant to Section 318.21(9) Florida Statutes, the County also receives $12.50 (minus an administrative fee for the Clerk of the Court) for each moving traffic violation for which a civil penalty is imposed to fund improvements of the Intergovernmental Radio Communication Program

(ICP).

STRATEGIC PLAN CONNECTION:

Public Safety - Reducing and eliminating the City's exposure to hazard impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering, and property damage

BUDGETARY IMPACT:

Budgeted:

One Time Fee towards the P25 Upgrade
Amount: $102,292
Account Number: 001-1603-525.41-00
Account Name: Communications
Annual Backbone Radio Fee (277 Radios x $231)
Amount: $63,987
Account Number: 001-1603-525.41-00
Account Name: Communications

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approval to enter into a multi-year agreement with Brevard County regarding the Public Safety Radio System Annual User Agreement and the City of Cocoa for radio system services.

Brevard County Public Safety Radio System
Budgetary Fees for Fiscal Year 2024

This document provides the updated fees to all the radio users' departments, agencies, and municipalities for the FY24 budget preparation. During the FY24, municipal agencies will receive the annual invoice for the radio backbone maintenance (Backbone Fee Invoice) and an additional invoice with a one-time fee towards the P25 upgrade. County agencies/departments and supporting agencies will receive the backbone fee invoice only, as the Board of County Commissioners had allocated $1.2M from its ARPA funds to cover the contributions to the P25 upgrade from them. Additionally, all agencies and departments should include any individual maintenance contract with Communications International for their portable and mobile radios.

Table 1: FY24 Radio Fees

Agency/Department	**Backbone Fee Invoice**	**Radio Maintenance Contract w/ Ci**	**One-time P25 Fee Invoice**
Brevard County Departments	Yes: $231/radio. See Attachment A	If applicable	Paid via County ARPA Funds
BCSO/ BPS/ DOH/ Melb. & TICO Airport/ NASA/ NPS/ Coastal/ Hosp./ USAF/ Others	Yes: $231/radio. See Attachment A	If applicable	Paid via County ARPA Funds
Municipalities	Yes: $231/radio. See Attachment A	If applicable	Yes: See Table 2

Backbone Fee

The final annual backbone fee per radio encompasses the radio system backbone maintenance cost for FY24. Invoices will be sent during the last week of February 2024, with a due date of October 1, 2024.

Increases in the annual backbone radio fee, from $210/radio in FY23 to $231/radio in FY24, are due to the ongoing cost increases of utilities, labor, and materials.

The 800 MHz Backbone Fee pays for the management and maintenance of all the components of the Radio System like:

- Towers, fencing, ground maintenance, and site security/access
- HVAC equipment, generators, Uninterruptible Power Supplies (UPS), DC plants, alarm and video systems, remote monitoring systems
- Antennas and lines, repeaters, radio network system equipment, P25 recorders
- Microwave network, AT&T, Spectrum, and Verizon backup circuits
- Administration and technical support, system database, contract management and negotiations, planning, engineering, maintenance, project management, programming/deprogramming of subscriber units, bi-directional amplifier testing and approval
- Debt payments for the nine-site simulcast system upgrade

One-time fee towards the P25 upgrade

The following table shows the contribution per municipality. The one-time fee was calculated based on the number of radios per agency and presented to the municipal representatives for approval in July 2022.

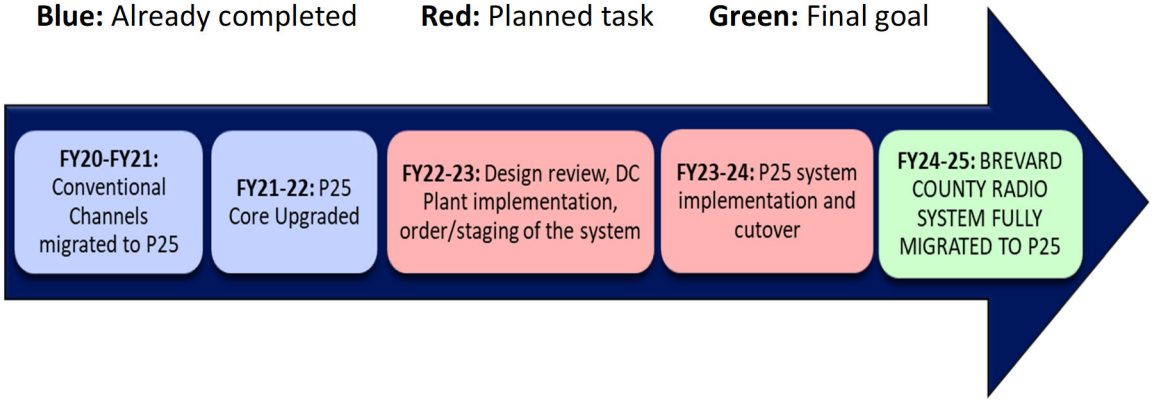
Table 2: One-time Fee towards P25

P25 Upgrade – One-time Fee FY24		
Municipality	**Number of Radios in 2022**	**Contribution**
Cape Canaveral	88	$32,687.60
Cocoa	277	$102,891.65
Cocoa Beach	209	$77,633.05
Indialantic	51	$18,943.95
Indian Harbour Beach	78	$28,973.10
Malabar	36	$13,372.20
Melbourne	585	$217,298.25
Melbourne Beach	50	$18,572.50
Melbourne Village	14	$5,200.30
Palm Bay	577	$214,326.65
Rockledge	165	$61,289.25
Satellite Beach	111	$41,230.95
Titusville	370	$137,436.50
West Melbourne	147	$54,603.15
	TOTAL	**$1,024,459**

Invoices will be sent by October 30, 2024, with a due date of November 30, 2024.

Public Safety Radio System Project Status

The following diagram shows the current timeline for the completion of the Brevard County Radio System upgrade:



Contact Information

For additional information, contact the Public Safety Radio System Administration at lizzet.ruiz@brevardfl.gov

ATTACHMENT A

Agency/Municipality	Department	# Radios	Total
BREVARD COUNTY		**1119**	**$ 258,489.00**
	FACILITIES MGMT	10	$ 2,310.00
	FIRE RESCUE	594	$ 137,214.00
	FOUR COMM VFD	16	$ 3,696.00
	MERRITT ISL VOL	11	$ 2,541.00
	MIMS VOL FIRE	10	$ 2,310.00
	MOSQUITO CONTROL	18	$ 4,158.00
	ROAD & BRIDGE	93	$ 21,483.00
	SCATS	144	$ 33,264.00
	SOLID WASTE	45	$ 10,395.00
	TRAFFIC ENGINEER	25	$ 5,775.00
	UTILITIES	136	$ 31,416.00
	UTILITIES/BFB	17	$ 3,927.00
BREVARD SHERIFF		**1776**	**$ 410,256.00**
BREVARD-SCHOOLS		**37**	**$ 8,547.00**
CAPE CANAVERAL		**88**	**$ 20,328.00**
COASTAL HEALTH		**58**	**$ 13,398.00**
COCOA		**277**	**$ 63,987.00**
COCOA BEACH		**215**	**$ 49,665.00**
COMM INTL		**1**	**$ 231.00**
HEALTH DEPT		**9**	**$ 2,079.00**
HEALTH FIRST		**25**	**$ 5,775.00**
INDIALANTIC		**51**	**$ 11,781.00**
INDIAN HARBOUR		**78**	**$ 18,018.00**
L3HARRIS-EIT		**23**	**$ 5,313.00**
L3HARRIS-FAC		**46**	**$ 10,626.00**
L3HARRIS-SAS SEC		**62**	**$ 14,322.00**
MALABAR		**25**	**$ 5,775.00**
MELB VILLAGE		**14**	**$ 3,234.00**
MELB-AIR-AUTH		**43**	**$ 9,933.00**
MELBOURNE		**578**	**$ 133,518.00**
MELBOURNE BEACH		**50**	**$ 11,550.00**
NASA		**17**	**$ 3,927.00**
NATL PARKS SERV		**12**	**$ 2,772.00**
PALM BAY		**598**	**$ 138,138.00**
PARRISH MEDICAL		**32**	**$ 7,392.00**
PATRICK AFB		**17**	**$ 3,927.00**
ROCKLEDGE		**167**	**$ 38,577.00**
SATELLITE BEACH		**113**	**$ 26,103.00**
STEWARD MRMC		**4**	**$ 924.00**
STEWARD RRMC		**4**	**$ 924.00**
TITUSVILLE		**366**	**$ 84,546.00**
TITUSVILLE-COCOA AIRPORT		**11**	**$ 2,541.00**
WEST MELBOURNE		**147**	**$ 33,957.00**

COMMUNICATIONS INTERNATIONAL

Ruiz, Lizzet Digitally signed by Ruiz, Lizzet Date: 2023.09.26 11:28:30 -04'00'

MISCELLANEOUS TECHNICAL SERVICES RATES

Table 1: Technical Services Rates

SERVICES RATES	WORKING HOURS 8AM-5PM FROM M-F	Non-Maintenance Contract
Radio Repair Service Hourly Rate	$94.00	$129.00
After Hours Emergency Call out	$129.00	$170.00
Reprogramming: Portable and Mobile Unit Rate	$44.00	$129.00
Programming: New Unit Rate	$44.00	$129.00
*Bulk Reprogramming: New Unit Rate	$24.00	$129.00
Clerical Hourly Rate	$65.00	NA
System Design Engineering Hourly Rate	$135.00	NA
Engineering Hourly Rate	$135.00	NA
RF Propagation Hourly Rate	$135.00	NA
Inter-Modulation Study Hourly Rate	$120.00	NA
Traffic Analysis Hourly Rate	$120.00	NA
Dispatch Center Consulting Hourly Rate	$120.00	NA
FCC Frequency Searches Hourly Rate	$120.00	NA
BDA Initial Assessment	$350.00 + $10.00 per grid > 20	NA
BDA Final Assessment	$825.00 + $15.00 per grid > 20	NA
Annual Operational Assessment	$250.00	NA

* The programming rate for maintenance contract customers will be reduced to $24.00 per unit if:

1. The agency provides a minimum of 100 units for programming within 5 consecutive business days or

2. Programming is completed during a scheduled annual Preventative Maintenance effort.

COMMUNICATIONS INTERNATIONAL

Ruiz, Lizzet Digitally signed by Ruiz, Lizzet Date: 2023.09.26 11:28:46 -04'00'

ATTACHMENT D-Pricing Discounts

Pricing discounts for all Harris manufactured equipment will be at the current Public Safety discount level of **25%** off list price as published on the Harris website. All list pricing will reference the most current pricing available from Harris Corporation. All other vendor items will be priced to the County at either current published "Public Safety or Government" discount levels or at a minimum of 5% discount from the manufacturer's published list price, whichever provides the better discount level to the Customer.

All other vendor items will be priced to the County at either current published "Public Safety or Government" discount levels or at a minimum of **5%** discount from the manufacturer's published list price, whichever provides the better discount level to the Customer.

Discounts on all other manufactured equipment, custom equipment, and software not having published pricing or discount levels will be quoted at the time of request. All prices will be at best pricing offered to Public Safety agencies by Contractor in the State of Florida.

PER UNIT EQUIPMENT MAINTENANCE RATES

Table 1: UTE Monthly Maintenance Rates

DESCRIPTION	PRICE
Mobile Radio	$11.00
Portable Radio	$11.00
Desktop Station	$18.00
Dual Control Adders	$3.00
EMC Interface	$12.00
Zetron Encoder	$30.00
Decoder (STALL')	$13.00
Zetron Switch	$77.00
Consoles	$114.00

USER AGREEMENT

BREVARD COUNTY PUBLIC SAFETY RADIO SYSTEM

This Agreement for the use of the Brevard County Public Safety Radio System (this "Agreement") is entered into this 14th day of November , 2023 , by and between the Brevard County Board of County Commissioners, a Political subdivision of the State of Florida, (hereinafter the "County") with its principal offices located at 2725 Judge Fran Jamieson Way, Viera, FL 32940, and The City of Cocoa (for law enforcement, fire, and EMS services, homeland security and public safety matters), hereinafter referred to as the "USER", with its principal office at 65 Stone Street, Cocoa Florida 32922 . County and USER are collectively referred to herein as "Parties."

WITNESSETH

Whereas, the County 800 MHz Intergovernmental Radio Communications Program (ICP) was approved by the Division of Communications of the Department of Management Services (DIVCOM), on January 11, 1994, under the subsection 318.21(9) Florida Statutes; and

Whereas, the County owns, operates, and maintains the 800 MHz Intergovernmental Radio Communication Program (ICP), hereinafter the "Radio System"; and

Whereas, the County provides continuous (24 hour, 7 days a week for 365 days per year) outdoor Radio System availability to the greatest extent possible in light of maintenance requirements and unforeseen outages; and

Whereas, the County, pursuant to Section 318.21(9) Florida Statutes, receives $12.50 (minus an administrative fee for the Clerk of the Court) for each moving traffic violation for which a civil penalty is imposed to fund the improvements of the Intergovernmental Radio Communication Program (ICP); and

Whereas, the USER wishes to access and use the Radio System for its needs and to coordinate public safety and homeland security functions which the parties agree will promote a more efficient public safety operations in Brevard County, Florida; and

Whereas, this Agreement constitutes the entire Agreement between the County and USER and supersedes any prior agreement with the Brevard County Board of County Commissioners or Sheriff of Brevard County or any other entity relating to the operation of the Radio System.

Now therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto do mutually agree as follows:

1. Term

The term of this agreement shall be for a period of one (1) year, commencing on October 1, 2023 and ending on September 30, 2023. This Agreement shall renew automatically for successive one (1) year terms unless terminated by either party by providing written notice to the other party ninety days in advance of September 30 of the running year.

2. Designated Representatives

Each entity shall assign a designated representative who shall be responsible for the implementation of this Agreement and who is authorized to terminate this Agreement.

The County's authorized representative is the County's Director of Emergency Management (hereinafter "Director"). The USER representative is Emergency Manager Jonathan Lamm .

3. Responsibilities and Duties

A. USER will abide by all Federal Communication Commission rules and regulations as set forth in the FCC license granted to the County.
B. USER shall purchase its own communication equipment (radios, base-stations, radio consoles, accessories, gateways, or any other communication equipment) necessary to utilize the Radio System and shall be responsible for all the USER's expenses associated with the maintenance, service, and repair of said communication equipment.
C. USER recognizes that the County has a contract with a specific radio services and maintenance vendor and that all USER communication equipment must be purchased either through this vendor or through the vendor's authorized subsidiary. Purchases of communication equipment through other vendors or suppliers are not permitted without specific authorization of the Director after prior written evaluation and review by the County, in order to prevent unauthorized access or use of communication equipment incompatible with the Radio System.
D. Prior to purchasing any communication equipment to be used by USER on, or in connection with, the Radio System, USER shall have the County evaluate, determine, and specify the potential impact, if any, of the USER's use of said proposed communication equipment on the Radio System. USER shall provide the communication equipment to the County for this evaluation. The County will issue a written report setting forth its findings and opinions, with alternative recommendations, if needed. County's written report shall be furnished in writing to the USER representative, prior to the purchase of the proposed communication equipment by the USER. This provision is included for homeland security purposes and to ensure the integrity of the Radio System.
E. No additional USER communication equipment shall be added to the Radio System and its infrastructure until the potential system impact has been determined and the County has authorized the communication equipment to be added to the Radio System. The communication equipment shall only be added upon written authorization by the County and under the conditions specified by the County. If deemed appropriate and necessary, additional fees for specialized features, licenses, or services which benefit

USER may be allocated against USER and USER shall reimburse the County for any such fees which the County pays for in advance.

F. All communication equipment operated by USER utilizing the Radio System shall be serviced and repaired only by a service shop authorized by the County or by personnel authorized by the Director.
G. To ensure proper utilization and operation of the Radio System, no unauthorized third party may be permitted to program, review, maintain, or repair any communication equipment associated with or operating on this Radio System without the express and written prior permission of the Director.
H. Each USER shall maintain its own accurate, written, internal inventory records of its communication equipment associated with the use, or potential use of the Radio System.
I. County must provide, at minimum, one annual written inventory record of all active communication equipment to the USER. This inventory record shall be submitted two months before the annual invoices, for an annual review of USER's active inventory.
J. USER will pay a proportionate share of the Radio System operating costs. This will be known as the "Radio Backbone Fee". The proportionate share per USER shall be based on the Radio System annual budgeted operating costs divided by the total number of all active communication equipment in the Radio System, a per unit cost. Each USER's total number of active communication equipment will be multiplied by the per unit cost, in order to arrive at each USER's annual Radio Backbone Fee.
K. Payments of these fees will be invoiced on a yearly basis by the County. Brevard County adheres to the Florida Prompt Payment Act (Florida Statute 218.70 et. seq.) and invoices received from the Brevard County Emergency Management on behalf of the Radio System are expected to be paid by the due date. Failure to pay promptly could invoke the implementation of "late fee" penalties and other customary, equitable action as the Director deems appropriate and not otherwise inconsistent with the Prompt Payment Act.
L. Additional communication equipment not included in the Annual USER Invoice will be charged the per unit cost, at the time of the activation.
M. In order to facilitate the Radio Backbone Fee invoicing process, each USER will be responsible to validate their total inventory records with the County to ensure accuracy in both the active database and the proper calculation of the USER's annual invoice. A USER's failure to provide adequate inventory records in a timely fashion could result in the agency forfeiting the right to challenge the annual invoice for errors on the basis of invalid inventory records.
N. County will develop and maintain operating protocols and local communications plans consistent with current guidelines, "best practices", and State and Federal plans.
O. County will conduct quarterly Radio Users Group Meetings to coordinate issues and matters concerning the Radio System.
P. County will ensure USER has the opportunity, via participation in quarterly Radio Users Group Meetings, to provide recommendations for the expenditures of the $12.50 funds.
Q. County will consider recommendations from USER on various policy issues related to the Radio System and, when feasible, will carefully weigh those recommendations prior to making a final decision. However, in all cases, the County shall have the final decision on

these matters.

4. Termination

This Agreement may be terminated without cause by either party by providing written notice to the other party ninety (90) days in advance of September 30 of the current fiscal year.

5. Acceptance

The Director, or his/her designee, is authorized to execute on behalf of the County any documentation necessary to administer this Agreement.

Upon approval of communication equipment by the Director as described herein, the County authorizes the use of and access to the Radio System pursuant to this Agreement during the life of this Agreement. The Director is authorized by the Board of County Commissioners to make all decisions regarding the addition of communication equipment to the Radio System.

6. Renewal

The Renewal Terms shall automatically occur unless USER notifies the County in writing of USER's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term.

7. Indemnification/Hold Harmless Clause

The parties shall be responsible for their own negligence and shall indemnify each other and hold the other harmless for their own negligence in conjunction with any and all manner of action and actions, causes of action, losses and damages, costs and expenses of any kind whatsoever, including reasonable attorney's fees and court costs which may be claimed by any third party to have resulted from or arisen out of the intentional or neglect acts of either of the party's employees, officers, or agents under this Agreement, whether occurring before or after the USER and the County assumed the obligations of this Agreement.

The County's and City's indemnity and liability obligations hereunder shall be subject to the County's and City's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. 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. The indemnifying Party shall have no obligation to indemnify the other Party under this Agreement for any amounts paid in settlement of any action, suit or proceeding without the indemnifying Party's prior written consent and nor shall the obligation to indemnify be assignable to any third party. Nothing herein shall constitute a waiver of the County's and the City's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

8. Independent Contractor

Each party to this Agreement shall perform the duties and responsibilities under this Agreement on behalf of its respective entity and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to mean that either party is an agent, employee, or representative of the other party.

9. Legality of Agreement

Any obligations created by this Agreement which are hereafter determined by a court of competent jurisdiction to be illegal are void, and neither party will be obligated to further perform as to such obligations. Should a non-material portion of this Agreement be void, such obligation is hereby severed, but the balance of the lawful portions hereof will continue to be performed.

10. Attorney's Fees

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

11. Governing Law

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

12. Venue/Waiver of Jury Trial

Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and **ANY TRIAL SHALL BE NON-JURY**.

13. Notice

Notice under this Agreement shall be given to the County by certified mail or hand delivery as follows:

Director of Emergency Management
1746 Cedar Street
Rockledge, FL 32955

Notice shall be given to USER by certified mail or hand delivery as follows:

To: Jonathan Lamm, Emergency Manager
Address: City of Cocoa City Hall
65 Stone Street
Cocoa, Fl 32922

14. Default and Right to Cure

A. The following will be deemed a default of this Agreement:
   i. Non-payment of Radio Backbone Fee by USER if such fee remains unpaid for more than thirty (30) calendar days from after receipt of written notice from County of such failure to pay; or
   ii. Either party's failure to perform any other term or condition under this Agreement within forty-five (45) calendar days after receipt of written notice from the other party specifying the failure. No such failure, however, will be deemed to exist if the defaulting party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting party. If the defaulting party remains in default beyond any applicable notice and cure period, the non-defaulting party will have the right to exercise any and all rights and remedies available to it under law and equity; or
   iii. If USER should be adjudicated as bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against USER for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, which proceedings are not dismissed within one hundred twenty (120) days.

15. Communication Equipment Surplus

At such time as this Agreement expires, or is terminated for any cause, USER shall report to the County the removal of any active communication equipment from the Radio System database to guarantee termination of the Agreement and the removal of the Brevard County profile.

USER shall report to the County any communication equipment surplus to guarantee removal of the communication equipment from the Radio System database and the removal of the Brevard County radio profile.

16. Employment of County Employees

USER shall not engage the services of any person or persons now employed by the County, including any department, agency, board, or commission thereof, to provide any work or service under this Agreement without the written consent from the County.

17. Compliance with Statutes

It shall be USER responsibility to be aware of and comply with all applicable federal, state, and local laws.

Any documentation or other information relating to the Radio System, including but not limited to radio logical identification (LID), code plugs, circuit routing, addressing schemes, talkgroups, fleet maps, encryption, or programming utilized by the Radio System are exempt under Florida Statute Section 119.071(2)(d) and 119.071(3)(e).

The Parties agrees to keep all such information strictly confidential unless compelled to release it under federal law or non-conflicting State of Florida law.

18. E-Verify

In accordance with Chapter 448.095, Florida Statutes, USER shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the USER during the term of this Agreement; and

USER shall expressly require any subcontractors performing work or providing services pursuant to this 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 term of this Agreement; and

USER agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the USER's enrollment in the program. This includes maintaining a copy of proof of the USER's and subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

A USER who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the USER hires or employs a person who is not eligible for employment.

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

19. Public Records – exemptions and Home Land Security

In performance of this Agreement, USER 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 USER in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative and shall be retained by USER for a period of three (3) years after termination of this Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by USER or provided to USER by the County in connection with the activities or services provided herein are public records unless exempt/confidential and USER agrees to comply with any request for such public records made in accordance with Chapter 119, Florida Statutes.

20. Severability

If any section, sentence, clause, or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

21. Merger

This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Agreement. This Agreement may only be amended or modified by a written instrument duly executed by both parties hereto.

22. Disputes

If any dispute or issue of non-performance arises under this Agreement, the parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to upper-level management for their consideration. In all events, the parties will negotiate, in good faith, a mutually agreeable solution. In the event all parties cannot agree on a solution, the issue shall be directed to the Brevard County Board of County Commissioners for resolution.

23. Notices

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

USER: City of Cocoa City Manager_____
Attn: Stockton Whitten_____

With a copy to: Anthony Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

Attn.: Legal Dept.

If to the County: Brevard County Emergency Management Director
1746 Cedar Street
Rockledge, FL 32955
Phone: 321-637-6670

Either party hereto may change the place/person for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein

24. Construction of Agreement

The parties hereby acknowledge that they have fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against either party as if it were the drafter of this Agreement.

25. Effective Date.

This Agreement shall be in effect on the date on which the last party hereto signs this Agreement ("**Effective Date**").

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals on the day and year written below.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name: _____

Title: _____

As approved by the Board on: _____

Date: _____

USER:

City of Cocoa_____

By: City of Cocoa _____

Name: Michael C. Blake

Title: Mayor_____

Date: _____

REVIEWED FOR LEGAL FORM AND CONTENT:

OFFICE OF THE COUNTY ATTORNEY

By: _____

Name: _____

Date: _____

Legislation Details (With Text)

File #:	23-645	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/9/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	

Title: Approve Participation in a Multi-Year Piggy-Back Agreement with Inliner Solutions for Cured in Place Pipe Lining Utilizing Volusia County's Contract # 22-B-41HO Effective November 14, 2023 through September 19, 2025. Authorize the City Manager to Approve a Task Order/Purchase Order to Inliner Solutions utilizing this piggy-back contract for Cured in Place Pipe Lining for $155,095 for 1,252 linear feet of pipe lining. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $4,905. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
102423 - Inliner Solutions - $155,095.pdf
Construction Contingency Resolution.pdf
Volusa County Stormwater Master Agreement 4140 (003).pdf
Volusia County Contract Award 22-B-41HO; Recommendation of Award Volusia County.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No 22-B-41HO.pdf
SIGNED E-verify Affidavit.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 9, 2023
Agenda Date: November 14, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, Interim Public Works Director/City Engineer
Requested Action:
Approve Participation in a Multi-Year Piggy-Back Agreement with Inliner Solutions for Cured in Place Pipe Lining Utilizing Volusia County's Contract # 22-B-41HO Effective November 14, 2023 through September 19, 2025. Authorize the City Manager to Approve a Task Order/Purchase Order to Inliner Solutions utilizing this piggy-back contract for Cured in Place Pipe Lining for $155,095 for 1,252 linear feet of pipe lining. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $4,905.

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.

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:

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

Amount Requested	$160,000
Account Number	_423-3570-538.63-00 SW08PL
Account Name	_Infrastructure

Contingency of $4,905 will be available but not included in the original purchase order.

PREVIOUS ACTION:

On October 25, 2022, Council approved the previous cured in place pipe lining.

RECOMMENDED MOTION:

Approve Participation in a Multi-Year Piggy-Back Agreement with Inliner Solutions for Cured in Place Pipe Lining Utilizing Volusia County’s Contract # 22-B-41HO Effective November 14, 2023 through September 19, 2025. Authorize the City Manager to Approve a Task Order/Purchase Order to Inliner Solutions utilizing this piggy-back contract for Cured in Place Pipe Lining for $155,095 for 1,252 linear feet of pipe lining. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $4,905..

PROPOSAL

DATE: **October 24, 2023**

SUBMITTED TO: **City of Cocoa**
65 Stone Street
Cocoa, FL 32922

Attention: **Robert Murico**

JOB LOCATION: **Cocoa**

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of

One Hundred Fifty-Five Thousand Ninety-Five Dollars and No Cents ($155,095.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

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 specifications below 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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
15" Diameter 0' to 100' Unit Price 0' to 2' Pipe	25	LF	$ 83.00	$ 2,075.00
12" Diameter 100' to 500' Unit Price 0' to 2' Pipe	172	LF	$ 60.00	$ 10,320.00
18" Diameter 100' to 500' Unit Price 0' to 2' Pipe	355	LF	$ 90.00	$ 31,950.00
21" Diameter 100' to 500' Unit Price 0' to 2' Pipe	350	LF	$ 115.00	$ 40,250.00
24" Diameter 100' to 500' Unit Price 0' to 2' Pipe	350	LS	$ 135.00	$ 47,250.00
MOT Light Traffic - 2 lane road - 1 lane operation	10	DAY	$ 375.00	$ 3,750.00
Stormwater By Pass Pumping Low Volume Pumping	10	DAY	$ 1,950.00	$ 19,500.00
				$ -
				$ -
				$ -
			TOTAL	**$155,095.00**

NOTES:

1 Pricing based on pricing contained in contract between Inliner and Volusia County
2 Inliner to be installed as per ASTM & manufacturer's specifications.
3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
5 Price quoted does not include point repairs if required prior to installing Inliner.
6 Contractor shall furnish Owner with a Final Inspection (Digitial) of the rehabilitated sewer(s)

Signature _____

Daniel Banken, Area Director

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

RESOLUTION NO. 2023-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONTRACT FOR CURED IN PLACE PIPE LINING FOR 1,252 LINEAR FEET OF STORMWATER PIPE IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF $4,905 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract 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 Cured-In-Place Pipe Lining of 1,252 Linear Feet of Stormwater Pipe budget to exceed the total $160,000 budgeted by the City Council for this project inclusive of the $4,905 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders 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 November 14, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

Master Agreement

NO. 750 4140 - 2

TERM: 2022-09-20 to 2025-09-19

Date Issued: 11/30/2022

Vendor contact:	**County contact:**	**Bill To:**
Name: Michael Cannon **Phone:** 407-260-9668 **Ext.:** **E-mail:** mcannon@reynoldsinliner.com	**Name:** LORI KOONTZ **Phone:** 386-822-6422 **Ext.:** 20455 **E-mail:** lkoontz@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** VS0000000057 GRANITE INLINER LLC INLINER SOLUTIONS LLC 2531 JEWETT LANE SANFORD, FL 32771		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number:	22-B-41HO	**Purchasing**	HEIDI OTT
Award Date:	2022-09-20	**Phone:**	386-626-6626 **Ext:** 16626
Award Authorization:	COUNCIL	**E-mail:**	hott@volusia.org
		Payment Terms:	Net 45 Days, FOB Dest, Freight allowed

Document Description:
Pipe Lining

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	65951	EA	Pipe lining - In accordance with 22-B-41HO	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Partyâ€™s notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Volusia County
FLORIDA

ALL PROPOSALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY RESPONDENTS MAY BE REJECTED AND MAY HAVE NO FORCE AND EFFECT. SOLICITATION BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, IS HEREBY REJECTED AS LATE.

Recommendation of Award

Bid Number: 22-B-41HO
Bid Title: Pipe Lining and Rehabilitation of Stormwater Structures
Opening Date: 6/29/2022 3:00 p.m.

	Atlantic Pipe Services, LLC 1420 Martin Luther King Jr. Blvd. Sanford, FL 32771 Allan Cagle 407-792-1360	**Hinterland Group, Inc 5580 State Road 524 Cocoa, FL 32926 Chase Rogers 321-633-7066**	**Inliner Solutions, LLC* 2531 Jewett Lane Sanford, FL 32771 Daniel Banken 407-472-0014**	**LMR Construction, Inc. 997 Dawes Road Frostproof, FL 33843 Luis Montanez 863-635-4651**	**Shenandoah General Construction, LLC 1888 NW 22nd Street Pompano Beach, FL 33069 Daniel DiMura 954-975-0098**	**Vortex Services, LLC 5910 Hartford Street Tampa, FL 33619 Patrick G. LeClair 813-626-0700 NON-RESPONSIVE****
RICIPP Point Repair, Purchase and Install	$396,850 $384,944.50*	No Bid	No Bid	$359,450.00	No Bid	
RICIPP Lining - Purchase & Install Repair length 0-1000 ft.	$47,830 $46,395.10*	$36,419.00	$36,043 $34,961.71*	$41,295.00	$35,440.75	
Rehabilitation of Concrete Masonry	$69.00 $66.93*	$36.00	$44.00 $42.68*	No Bid	No Bid	
Stormwater By-pass Pumping	$9,250 $8,972.50*	$3,800.00	$5,850 $5,674.50*	$2,450.00	$400.00	
Maintenance of Traffic	$7,850 $7,614.50*	$24,600.00	$7,275 $7,056.75	$32,700.00	12,900.00	

*Local Preference Applied
Opened by: Heidi Ott, Purchasing Analyst II & Meghan Chestnut, Purchasing Analyst II
Tabulated by: Heidi Ott, Purchasing Analyst II
Recommendation of Award (ROA): LMR is lowest responsive and responsible bidder including Point Repair Services
Inliner Solutions – lowest responsive and responsible bidder for all services excluding Point Repair Services.
* Vortex Services deemed non-responsive due to failure to provide pricing for Stormwater By-pass Pumping.
County Council: September 20, 2022

Approved by: Pamela Wilsky
Pam Wilsky, NIGP-CPP, CPPB, CPPO
Director of Purchasing and Contracts

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"), 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 Volusia County, FL said contract being identified as: Pipe Lining and Rehabilitation of Stormwater Structures, Contract No. 22-B-41HO. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Pipe Lining and Rehabilitation of Stormwater Structures 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 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 Inliner Solutions, LLC. The term of said agreement shall be for the period effective date of the City Mayor signature through 09/19/2025.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2024 and 2025 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**
Inliner Solutions, LLC Attn: Michael Cannon 2531 Jewett Lane Sanford, FL 32771 Phone: 407-260-9668 Email: mcannon@reynoldsinliner.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.

Inliner Solutions, LLC

Entered this ___ day of _____

Daniel Banken, Regional Vice President

(Print Name / Title)

(Signature)

10/31/2023

(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: _____

(Michael C. Blake, Mayor)

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

_____

Attested By: City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Inliner Soluitons, 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 InlilnerSolutions, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Daniel Banken, Regional Vice President

Date: 10/31/2023

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/31/2023 (date) by Daniel Banken (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 _____ (type of identification) as identification.

Edna V. Tinis

[Notary Seal] Notary Public

Edna V Tinis

Name typed, printed or stamped

My Commission Expires: 01/03/2027

EDNA V. TINIS
Notary Public-State of Florida
Commission# HH 311746
My Commission Expires
January 03, 2027

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

Legislation Details (With Text)

File #:	23-676	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	10/19/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	To Approve a Resolution Amending the FY2024 Budget, BAF No. 24-021-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, 2024. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	E-Verify Contractor Affidavit.pdf Executed Amendment 3- Vortex Services, LLC.pdf FULLY EXECUTED 1st 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 Price List TP07-18 HGAC Contract (Votrex) - June 2018.pdf TP07-18 Updated HGAC Contract (Votrex) - June 2018.pdf Vortex COI Exp 12-11-23.pdf Vortex Proposal - 2324668 - FY24 MH Rehab Combined 10.10.23.pdf Budget Resolution FY 2023-133 (Vortex Agenda 23-676).pdf BAF 24-021-IFT-UT-FND VORTEX MANHOLE LINING (11-14-23) AGENDA 23-676.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	October 19, 2023
Agenda Date:	November 14, 2023
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve a Resolution Amending the FY2024 Budget, BAF No. 24-021-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, 2024

BACKGROUND:

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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 first amendment renewal on August 3, 2023, which will expire on June 30, 2024.

The estimated annual budget for sewer manhole rehabilitation and repair is $250,000 and the FY24 required repairs total $263,250.00; therefore, a budget transfer is required to move available funds totaling $13,250.00 from project WS0904 (CIPP lining) and the Sewer Field Operations Repairs and Maintenance operating budget to fully fund the 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 $263,250.00 in FY2024. 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
Source of Funds Budgeted:	
Amount Requested	$250,000.00
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Budget Adjustment Form No. 24-021-IFT	
Amount	($1,182.00)
Account Number	421-4125-536.46-00
Account Name	Repairs and Maintenance
Amount	$1,182.00
Account Number	421-4010-581.91-24
Account Name	ITF To 424
Amount	$1,182.00
Account Number	424-0000-381.91-24
Account Name	ITF From 421
Amount	$1,182.00
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Amount	($12,068.00)
Account Number	424-4125-536.63-00, WS0904
Account Name	Infrastructure
Amount	$12,068.00
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Total Budget for Project WS19MH:	
Amount	$263,250.00
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.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2024 Budget, BAF No. 24-021-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, 2024.



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: ABC765F6-DCEF-4AA1-BF87-9815C65F9C12

AMENDMENT No. 3 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:

This contract is extended through June 30, 2024 Midnight CT.

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,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 7/13/2023

Signed for: **Vortex Services, LLC**

DocuSigned by:
0B8691B0B3904D0...

Printed Name & Title: Wesley Kingery President, Services

Date: 7/5/2023

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
1st AMENDMENT
Vortex Services, LLC.
Piggyback Agreement No. TP07-18
Trenchless Pipeline Rehabilitation Services

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective June 30, 2023, 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, 2024.

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: Ryan Graham	**By:** Stockton Whitten
(Print Name)	(Print Name)
SVP, Vortex Services	**City Manager**
(Title)	(Title)
8/2/2023	8/3/2023
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Donne Howard, Field Operations Manager

Attest: _____
Carie Shealy
City Clerk, City of Cocoa

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

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

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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.

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

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

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	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

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	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

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	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

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	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

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	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

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.

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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.

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

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

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	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

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	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

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2022

12/11/2023

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 Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1494524 Vortex Services, LLC (See Attached Named Insured Schedule) 18150 Imperial Valley Dr. Houston TX 77060	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Continental Insurance Company — 35289 **INSURER B :** Continental Casualty Company — 20443 **INSURER C :** American Casualty Company of Reading, PA — 20427 **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** Crum & Forster Specialty Insurance Co — 44520 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 17062601 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	7036114722	12/11/2022	12/11/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BUA 7036414342 7036467431 (PD)	12/11/2022 12/11/2022	12/11/2023 12/11/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	7036114767	12/11/2022	12/11/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7036114753 (AOS) 7036114770 (CA)	12/11/2022 12/11/2022	12/11/2023 12/11/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contractors Pol./Prof. Liab. (E&O)(Claims Made)	Y	Y	PKC-113667	12/11/2022	12/11/2023	$5M Each Occ.; $5M Agg. $5M Each Wrongful Act	

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

Contractors Pollution Deductible: $50,000 each pollution condition. E&O (Professional) Deductible: $50,000 each claim. RE: Project: Cocoa Water Plant Rehabilitation. Additional Insured in favor of City of Cocoa on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER

17062601
City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE



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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC

Vortex Companies, LLC

Vortex Infrastructure Services, LLC

Vortex Lining Systems, LLC F/K/A Quadex Lining Systems, LLC

Vortex Industrial Solutions, LLC

Vortex Services, LLC F/K/A VacVision Environmental, LLC dba VacVision, LLC

Excavating Services, LLC

North American Pipeline Services, LLC

Vortex Infrastructure Products, LLC

Quadex, LLC

Schwalm USA, LLC

Vortex Companies International, LLC

Vortex International US, Inc. F/K/A Quadex International US, Inc.

Vortex Canada Inc.

Fleer-Tech GmbH

Vortex Technology Group, LLC

CIPP Corp., LLC

Vortex Geotechnical, LLC

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:**	2324668
Project Location:	Various Locations, Cocoa, FL	**Bid Date:**	10/10/2023

This bid proposal is figured utilizing the HGAC Contract Pricing (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	593.70	VF	$300.00	$178,110.00
G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 Mils Epoxy / Polyurea	17.00	VF	$600.00	$10,200.00
P35	Travel And Mobilization - Florida	1.00	EACH	$4,500.00	$4,500.00
		Total Price for above A - Base Bid Items:			**$192,810.00**
B - Bill As Needed					
B35	Infiltration Control- Chemical Grout - To Be Billed As Needed	1.00	GAL	$100.00	$100.00
G17	Rebuild Bench And Invert	100.00	EACH	$550.00	$55,000.00
G45	New Manhole Frame And Cover-24" - Billed As Needed	0.00	EACH	$850.00	$0.00
O11	Barricades, Signs, And Traffic Handling (per Setup) - Billed As Needed	7.00	EACH	$1,500.00	$10,500.00
O13	Flagmen - (Per Flagger) - Billed As Needed	121.00	HR	$40.00	$4,840.00
		Total Price for above B - Bill As Needed Items:			**$70,440.00**

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. 2023-133

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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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 14th day of November, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-021-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 4125 | DATE PREPARED: 10/19/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,182	424-0000-381.91-24		IFT from 421 to 424	$ 0	$ 0	$ 1,182	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,182	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,182)	421-4125-536.46-00		Repairs and Maintenance	$ 568,500	$ 568,500	$ 567,318	$ 531,674
$ 1,182	421-4010-581.91-24		IFT from 421 to 424	$ 0	$ 0	$ 1,182	$ 0
$ 1,182	424-4125-536.63-00	WS19MH	Infrastructure	$ 1,135,000	$ 1,135,000	$ 1,136,182	$ 1,114,207
($ 12,068)	424-4125-536.63-00	WS0904	Infrastructure	$ 1,135,000	$ 1,135,000	$ 1,122,932	$ 1,114,207
$ 12,068	424-4125-536.63-00	WS19MH	Infrastructure	$ 1,135,000	$ 1,135,000	$ 1,147,068	$ 1,114,207
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,182	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer $13,250.00 for the required manhole lining. Staff budgeted $250,000.00 in FY24, and the proposal amount from Vortex is $263,250.00. $1,182.00 will be an interfund transfer between water/sewer and the renewal & replace fund. $12,068.00 will be a project transfer within the R&R fund. This BAF will be sent for Council approval at the November 14, 2023 meeting, File number 23-676 (Vortex).

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/14/23 RESOLUTION #: 2023-133

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.

10/19/23 Melinda Keesee Digitally signed by Melinda Keesee Date: 2023.10.19 09:03:10 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.20 13:06:53 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.10.19 12:03:03 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.20 14:04:28 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

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Type:	Contract			**Status:**	Agenda Ready
File created:	10/19/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	To Approve the Insituform Technologies, LLC Proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Insituform Proposal - City of Cocoa FY24 Sanitary - CIPP Project.pdf 02_14_2023 Piggyback Contract.pdf CCUA Bid Documents and Specs.pdf ITB 18-19-A7 Sewer Wetwell and Manhole Insituform Second Renewal Fully Executed.pdf ITB 18-19-A7 Pricing Sewer Wetwell and Manhole Insituform.pdf CCUA Fully Executed Contract.pdf Insituform COI Exp 7-1-24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	October 19, 2023
Agenda Date:	November 14, 2023
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve the Insituform Technologies, LLC Proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024

BACKGROUND:

In FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address broken sewer piping over a six-year period beginning in FY2016. Rehabilitation and replacement was recommended for individual pipe segments based on structural operation and maintenance (O&M) concerns. These recommendations were formed based on the severity of defects, potential for defect progression, and consequence of failure.

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Rehabilitation and replacement recommendations were then prioritized and grouped to develop various projects. An implementation plan was formed to clean and repair sewer lines based on consequence of failure, risk of failure, available funding, and pipe segment geographic location.

To maintain the integrity of the sanitary sewer system with minimal construction and disturbances, sewer mains are able to be rehabilitated through a trenchless “cured-in-place-pipe” (CIPP) method installed through existing manholes. This installation process lines the selected sewer mains with a flexible liner which when heated, forms into a hardened fiberglass “pipe” that replaces the broken pipe from the inside of the pipe. As a result of this process, the carrying capacity of the sewer main is reestablished, and the sewer treatment plant no longer incurs the cost of treating extra water (ground water).

The first phase of the CIPP lining program was successfully completed in FY2016. Subsequently, City Council has approved the continuation of work with Insituform annually since FY2017. The tenth phase is scheduled to be completed in FY2024.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with Insituform Technologies, LLC for cured in Place Pipe (CIPP) rehabilitation services and sanitary sewer mid-term cleaning & CCTV inspections of main line sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024. City Council authorized the City Manager to execute any annual renewal amendments under the original contract.

At this time, staff is requesting approval of the Insituform Technologies proposal utilizing the previously approved Clay County Utility Authority Bid No. 18/19-A7 to perform Cured in Place Pipe (CIPP) Rehabilitation Services and Cleaning & CCTV Inspections of Main Line Sewers, and to authorize a budgeted expenditure for these services not to exceed $447,931.88 in FY2024.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No
Amount Requested	$447,931.88
Account Number	424-4125-536.63-00, WS0904
Account Name	Infrastructure

PREVIOUS ACTION:

On December 8, 2015, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2015 through July 7, 2016.

On January 10, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On February 28, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On January 9, 2018, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2017 through July 7, 2018.

On March 13, 2019, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020.

On February 26, 2020, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, renewal February 6, 2020 through February 5, 2021.

On February 9, 2021, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2020 through February 5, 2022.

On April 26, 2022, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2022 through February 5, 2023.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024.

RECOMMENDED MOTION:

To Approve the Insituform Technologies, LLC Proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024.

Insituform Technologies, LLC

6966 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Business Development Manager

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

10-9-2023

Chris Collier
Assistant Utilities Director
City of Cocoa
Cocoa, FL 32922
ccollier@cocoafl.org

Re: City of Cocoa FY2024 CIPP Sewer Lining

Chris,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Cocoa**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the Clay County Utilities Authority Contract No. 18/19 A-7 Part C, Cured-In-Place Continuing Services Contract.

PROPOSAL PRICING

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

Item	Description	Unit	Qty	Unit Price	Total
A.1.c	**Sanitary Sewer Light Clean and Inspection** Light Cleaning – 8" Diameter	LF	10,075	$1.95	$19,646.25
A.1.d	**Sanitary Sewer Light Clean and Inspection** Light Cleaning – 10" Diameter	LF	895	$1.95	$1,745.25
A.3.c	**Root Removal**	LF	1,000	$8.90	$8,900.00
A.4.b	**TV Pipe Inspection** 8" Diameter	LF	10,075	$0.95	$9,571.25
A.4.c	**TV Pipe Inspection** 10" Diameter	LF	895	$0.95	$850.25
B.1.b.1	**Sanitary Sewer Lining** 8" Diameter 6.0 mm nominal thickness	LF	10,075	$30.00	$302,250.00
B.1.c.1	**Sanitary Sewer Lining** 10" Diameter 6.0 mm nominal thickness	LF	895	$38.10	$34,099.50
B.1.e	**Lateral Cutout and Polish**	EA	147	$175.00	$25,725.00
C.b	**Maintenance of Traffic** Traffic Control-MOT Index	LS	3	$1,452.00	$4,356.00

	603 or higher (per day)				
C.c	**Maintenance of Traffic** Traffic Control-MOT Index 601 or 602 (per week)	LS	4	$2,027.20	$8,108.80
C.d	**Maintenance of Traffic** Traffic Control-MOT Index 603 or higher (per week)	LS	1	$7,259.90	$7,259.90
D.a	**Administration** Emergency Response Mobilization	EA	4	$4,700.00	$18,800.00
E.a	**Bonds** Contract Performance and Payment	%		1.5%	$6,619.68
	TOTAL				**$447,931.88**

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

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

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the Clay County Utilities Authority Contract No. 18/19 A-7 Part C, Cured-In-Place Continuing Services Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

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

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with Clay County Utility Authority - Florida, said contract being identified as: Sewer, Wetwell and Manhole Rehabilitation Services, Contract No. 18/19-A7. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sewer, Wetwell and Manhole Rehabilitation Services, (see Exhibit A – original contract)

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

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

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Insituform Technologies, LLC. The term of said agreement shall be for the period effective date of signature of City Mayor through 06/18/2024, should Clay County Utility Authority and Insituform Technologies, LLC, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Insituform Technologies, LLC
Attn: Diane Partridge
580 Goddard Avenue
Chesterfield, MO 63005
636-530-8000
dpartridge@aegion.com

Insituform Technologies, LLC

Entered this 14th day of February, 2023

Diane Partridge
Contracting and Attesting Officer

(Print Name / Title)

Diane Partridge

(Signature)

February 8, 2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: Michael C. Blake

Date: 02/14/2023

(Michael C. Blake, Mayor)

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

Attested By: City Clerk

CITY CORPORATE SEAL FLORIDA

SPECIFICATIONS AND CONTRACT DOCUMENTS

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

CLAY COUNTY UTILITY AUTHORITY
MIDDLEBURG, FLORIDA

CCUA BID NO. 18/19-A7

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068
(904) 272-5999

April 2019

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Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CCUA Bid No. 18/19-A7

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SECTION 00020

REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the Clay County Utility Authority (AUTHORITY), Clay County, Florida, will be accepting sealed Bids in triplicate, which will be received until 2:00 p.m., (local time), May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907 for the following:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CCUA BID NO. 18/19-A7

The Selected Contractor shall furnish, unless otherwise noted, all necessary permits, labor, equipment and materials to complete the following:

- This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the Bidder with the highest ranking based on the items of consideration in Article 19 of Section 00200 Instructions to Bidders.

All materials, methods of construction, and standards must be in accordance with the AUTHORITY's approved material manual, specs, and details.

Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, whose bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should bidder be awarded a contract.

Bids are due at 2:00 p.m., local time, May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907, and will be opened as soon thereafter as possible in the presence of the Recording Secretary of the AUTHORITY and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the AUTHORITY'S Recording Secretary.

Bids <u>will not</u> be valid unless received in triplicate by the Bid deadline and in a sealed envelope marked "CLAY COUNTY UTILITY AUTHORITY, Sealed Bid No. *18/19-A7*

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, to be opened 2:00 p.m., May 9, 2019", so as to guard against opening prior to the time set therefore.

Envelopes should be mailed or delivered in person to the above address. Questions should be directed in writing by email to jgray@clayutility.org no later than Monday, April 29, 2019 at 2:00 p.m. (local time).

BID Documents, drawings and any ADDENDA may be obtained electronically from www.clayutility.org/projects/procurement.aspx. All bidders shall be responsible for obtaining all documents and Addenda issued prior to the Bid.

The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.

Bids require a Bid security made payable to Owner for Part A: in an amount of five (5) percent of $50,000 ($2,500); for Parts B and C: five (5) percent of $500,000 ($25,000) in the form of a either a certified check or a bank money order or a Bid bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The AUTHORITY reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgement, will be in the best interest of the AUTHORITY.

END OF SECTION

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 60 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's responsiveness, Bidder will submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below and in Article 15.

A. Bidder's Ability to Perform and Responsiveness: Bidder before the award of any Contract, will demonstrate to the complete satisfaction of the Owner that the Bidder has the necessary facilities, ability and financial resources to perform the work or provide the requested special services in a satisfactory manner within the time specified; that Bidder has had experience in the work or special services of the same or similar nature; and that the Bidder's past history and references which will serve to satisfy the Owner beyond any doubt as to their responsiveness for doing the work.

B. List of References and installations of similar work with contact names and telephone numbers as described in Article 15.

C. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

C. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any

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specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site will be identified by Purchase Order. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and will be made available on CCUA's website to review; www.clayutility.org/projects/procurement.aspx. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for checking CCUA's website for any Addenda prior to bid submittal.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner for Part A: in an amount of five (5) percent of $50,000 ($2,500); for Parts B and C: five (5) percent of $500,000 ($25,000) and in the form of either a certified check, bank money order, or Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to

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have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment will be set forth in the individual purchase orders issued under this Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

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12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 *The Bid Form is included with the Bidding Documents. Bidding Documents are available on CCUA's website;* www.clayutility.org/projects/procurement.aspx. The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Part, bid item, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

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ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be in the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Estimated Quantities: The Bidder's attention is called to the fact that any estimate of quantities furnished on the bid form or elsewhere, are approximate only. Estimated quantities are for proposal preparation only and should not be interpreted as restrictive minimum or maximum quantities to which contract prices apply. The owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities nor shall the successful contractor plead misunderstanding or deception because of such estimate of quantities. All contract work is contingent upon funding approved by the Clay County Utility Authority's Board of Supervisors.

D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figres and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 *BID Documents, drawings, and ADDENDA, if any, may be obtained electronically from; www.clayutility.org/projects/procurement.aspx. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office. See Bid Submittal Checklist for other documents needed for bid submittal.*

15.02 An unbound copy of the Bid Form is to be completed and submitted with the following documents:

1) The required Bid Security,

2) W-9 Tax Payers Identification form,

3) Public Entities Crimes Statement,

4) Trench Safety Affidavit,

5) Copy of Contractor's License or Underground Utility Contractor's License,

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6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13),

7) Bidder Qualifications and Information:

   a) Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
   b) Location of offices
   c) Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
   d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
   e) Equipment listing,

8) Subcontractor Qualifications and Information:

   a) Name and address
   b) Type of work to be performed
   c) Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
   d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.

9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:

   a) Project name
   b) Project location (city, state)
   c) Brief description of project substantiating similarity to this project
   d) Date of completion of project
   e) Owner's name
   f) Owner's Project Manager name, telephone number and email address
   g) Engineer's Project Manager name, telephone number and email address.

10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:

   a) Project name
   b) Project location (city, state)
   c) Brief description of project substantiating similarity to this project
   d) Date of completion of project
   e) Owner's name
   f) Owner's Project Manager name, telephone number and email address

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g) Engineer's Project Manager name, telephone number and email address.

11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:

- Part A – Treatment Plant Wetwell Lining System
- Part B – Manhole/Lift Station Wetwell Coating System
- Part C – CIPP Sanitary Sewer Lining System

12) Documentation of good faith efforts to utilize MBE/WBEs on this project,

13) Current workload (project commitments),

14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project. Most recent financial statements:

1. Audited financial statements [if Bidder has bank loan(s)] including:
   a. "Cash on hand".
   b. Calculation of "Current Ratio" (result of dividing current assets by current liabilities).
   c. Calculation of "Debt to Asset Ratio" (result of dividing total liabilities by total assets).
   d. Ratio of "working capital" to "total assets".
   e. Ratio of "retained earnings" to "total assets".
   f. Ratio of "earnings before interest and taxes" to "total assets".
   g. Ratio of "net worth" to "total liabilities".
2. Unaudited financial statements (if audited statements are not available).
3. Last three (3) years of corporate federal income tax returns.
4. In lieu of financial information described in Paragraph 14. 1.-3., Bidder may provide a letter from his bonding company stating that Bidder has sufficient available bonding capacity for the project.

15) Part C only: Bidder shall include copies of their company's safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner's satisfaction.

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16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered "commercially proven", a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8" to 18" of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.

17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is "commercially proven". For an installer to be "commercially proven", the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm's current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.

18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

19) Part C only: Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

15.02 The Authority reserves the right to examine documentation which supports compliance with federal, state, and local labor regulations. Examples include Federal tax form 941 and OSHA incident report forms.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Chief Engineer, Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068.

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ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Request for Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, incomplete, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

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19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 The Owner will evaluate the bids and the award will be made to the lowest responsive, responsible bidder for the Part(s) selected by the Owner.

19.08 Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should they be awarded this bid.

19.09 In evaluating Bids, Buyer will consider the qualifications of the Bidders. The AUTHORITY shall evaluate each proposal based on the following factors:

A. Cost - Cost is always an important factor, however it is not the only consideration.

B. Emergency Service - Contractor must respond to an emergency situation within 24 hours and be mobilized and ready to make repairs as required and in accordance with these specifications.

C. Experience of the Firm - Years of experience providing these types of services along with customer references and past performance are important factors that will be considered. In the past 24 months, Contractor shall have successfully completed:

- Part A – 20 treatment plant wetwell lining systems
- Part B – 200 manhole/lift station wetwell lining systems
- Part C – 1,000,000 linear feet of sanitary pipe lining.

D. Logistics - The location of the firm in relation to the service area and the logistical effort required to transport equipment are factors that will be taken into consideration.

E. Prior experience - The AUTHORITY reserves the right to reject a bid based on past performance of the firm.

F. Equipment Availability -Contractor must own or have a long-term lease for all equipment and be capable of performing all of the work listed in the bid form with this equipment.

G. Safety: The Authority reserves the right to reject a bid based on unsatisfactory safety record or a lack of documented safety procedures.

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H. License Required - Contractor must have valid a Florida Underground Utility Contractor's License or General Contractor's License.

I. Compliance of proposed products with the contract specifications.

J. For Part C – Sewer Rehabilitation using Cured-in-place Pipe, the following additional evaluation criteria and point system shall be used to evaluate the Bidder's proposal:

The Owner's staff shall conduct an evaluation of all Part C Bidders on the basis of the information provided with the proposal and other evaluation criteria as set forth above. Recommendation for award will be made to the highest rated Bidder as determined by the Owner's staff in accordance with the award criteria. Selection will be made from a short list of Bidders deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria listed below:

Criteria	Score	Weight	Max. Pts. Possible
References to verify product performance in conditions similar to the work to be performed for the Owner.	25	10	250
References to verify installer performance for work similar to that of the work to be performed for the Owner	25	10	250
Documentation and references to verify the contractor's Safety practices and safety history including any subcontractor in the performance of work similar to work to be performed for the Owner.	25	20	500
Price	15	10	150
Office and staff location	10	5	50
TOTAL	100		1,200

19.09 The Bidders shall provide unit prices for all bid items. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the highest ranking based on the items of consideration in section 19.08 above.

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ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 State sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Owner is exempt from sales and use taxes on materials and equipment and therefore, at the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order(s), including vendor name, address, and quantity and type of materials and/or equipment being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION

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SECTION 00300

BID FORM

CCUA BID NO. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CLAY COUNTY UTILITY AUTHORITY

SUBMITTED BY: _____ DATE:_____
_____
_____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are named herein and that no other person that is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be performed; that he has examined the plans and specifications for the work and contract documents relative thereto, that he has read all special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the contract in full and complete it in accordance with the shown, noted, described and reasonable intended requirements of the plans and specifications and contract documents to the full satisfaction of the contract with the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents, as follows:

BID SCHEDULE

Bids are to be on a unit price basis and are to include all labor, materials, equipment and incidentals necessary to perform the special services as indicated in the contract documents. Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. Incomplete bid submittals will not be accepted. Work includes, but is not necessarily limited to, the following:

This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

Part A – Treatment Plant Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Surface Preparation	4,000	SF		
B.	Material Installation	4,000	SF		
Sub-total Part A					
C.	Construction Performance & payment Bond Not to Exceed 2%		%		
Total Part A					

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Part B – Manhole or Lift Station Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean and Coat New Sanitary Sewer Manhole (4-foot diameter)	50	VF		
B.	Clean and Coat New Sanitary Manhole (5-foot diameter)	50	VF		
C.	Clean and Coat Existing Sanitary Sewer Manhole (4-foot diameter)	1000	VF		
D.	Clean and Coat Existing Sanitary Sewer Manhole (5-foot diameter)	1000	VF		
E.	Clean and Coat Existing Wetwell	5000	SF		
F.	Interior Manhole Coating/Lining Repair	50	SF		
G.	Adjust manhole frame and cover (adjustment rings not-to-exceed 12")	25	EA		
H.	Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12")	5	VF		
I.	Install frame & cover (24”)	1	EA		
J.	Install frame & cover (36”)	1	EA		
K.	Invert Replacement	50	EA		
L.	Inside Drop System 4" - 8"	25	EA		
M.	Inside Drop System 10" - 12"	25	EA		
N.	Stop Leak (per manhole without lining)	50	EA		
O.	Maintenance of Traffic				
1.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
2.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
3.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
4.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
P.	Emergency Response Mobilization (per Work Order)	5	EA		
Q.	Construction Video and Photos (per Work Order)	20	EA		
Sub-total Part B					**$**
R.	Construction Performance & Payment Bond Not to Exceed 2%		%		
Total Part B					**$**

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Sanitary Sewer Line Cleaning and Inspection					
1.	Light Cleaning (<1/4 diameter)				
a.	4” Diameter	5,000	LF		
b.	6” Diameter	2,000	LF		
c.	8” Diameter	13,250	LF		
d.	10” Diameter	1,250	LF		
e.	12” Diameter	900	LF		
f.	14” Diameter	500	LF		
g.	18” Diameter	100	LF		
h.	20” Diameter	100	LF		
i.	24” Diameter	100	LF		
2.	Tuberculation Cleaning				
a.	4” Diameter	250	LF		
b.	6” Diameter	100	LF		
c.	8” Diameter	650	LF		
d.	10” Diameter	75	LF		
e.	12” Diameter	50	LF		
f.	14” Diameter	25	LF		
g.	18” Diameter	50	LF		
h.	20” Diameter	50	LF		
i.	24” Diameter	50	LF		
3.	Root Removal				
a.	4” Diameter	500	LF		
b.	6” Diameter	200	LF		
c.	8” Diameter	1,300	LF		
d.	10” Diameter	125	LF		
e.	12” Diameter	90	LF		
f.	14” Diameter	50	LF		
g.	18” Diameter	50	LF		
h.	20” Diameter	50	LF		
i.	24” Diameter	50	LF		
4.	CCTV Pipe Inspection				
a.	6” Diameter	2,000	LF		
b.	8” Diameter	13,250	LF		
c.	10” Diameter	1,250	LF		
d.	12” Diameter	900	LF		
e.	14” Diameter	500	LF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
f.	18" Diameter	200	LF		
g.	20" Diameter	200	LF		
h.	24" Diameter	200	LF		
5.	Clean & CCTV Inspection – Sewer Lateral (no lining)				
a.	Lateral inspection 0' to 40'	20	EA		
b.	Additional Lateral Inspection > 40'	1	LV		
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5 mm nominal thickness (.177)	2,000	LF		
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	13,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	1,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	900	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	14" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	18" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
f.	20" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
5	12.0 mm nominal thickness (.472)	1	LF		
g.	24" Diameter				
1	9.0 mm nominal thickness (.354)	200	LF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	12.0 mm nominal thickness (.472)	1	LF		
3	12.0 mm nominal thickness (.472)	1	LF		
4	13.5 mm nominal thickness (.531)	1	LF		
5	15.0 mm nominal thickness (.591)	1	LF		
2. Sectional CIPP lining					
a.	6” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
b.	8” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
c.	10” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
d.	12” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
e.	14” diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
c.	18” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
d.	20” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4	8’ in length	1	EA		
e.	24” diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
3. Lateral CIPP Lining					
a.	Top hat – up to 36 inches				
1	4” lateral connection	60	EA		
2	6” lateral connection	120	EA		
3	8” lateral connection	1	EA		
b.	Full wrap – up to 36 inches				
1	4” lateral connection	60	EA		
2	6” lateral connection	120	EA		
3	8” lateral connection	1	EA		
c.	Lateral lining 0 to 40’	175	EA		
d.	Additional lateral lining >40’	1	LF		
e.	Lateral cutout & polish	175	EA		
f.	Lateral grout	1	EA		
4. Cleanout Installation					
a.	4” cleanout	10	EA		
b.	6” cleanout	10	EA		
c.	8” cleanout	1	EA		
5. Site Restoration					
a.	Concrete	200	SF		
b.	Paver removal and replacement	100	SF		
c.	Sodding	200	SF		
d.	Seeding and Mulching	400	SF		
6.	Dewatering	500	LF		
7.	Erosion and Sediment Control	500	LF		
8.	Tanker Trucks for Bypass (daily rate for 8 hours)	10	EA		
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
b.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
c.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
d.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
D. Administration					
a.	Emergency Response Mobilization (/Work Order)	5	EA		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
b.	Construction Video and Photographs (per Work Order)	20	EA		
Sub-total Part C					$
D. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
Total Part C					$

Performance and Payment Bonds shall not exceed 2 percent of an individual project amount. See Section 01025 Measurement and Payment for further information on unit price bid items.

All Work performed under this Agreement must be covered by a 1-year, 100% Performance and Payment Bond with an additional 1-year, 100% warranty bond for the second year of the warranty period. Purchase orders will be issued for all Work. For planned projects, the bond shall be delivered along with the signed copy of the purchase order for the amount of the purchase order. For emergency work, the Authority will expect the Contractor to maintain at all times, a $100,000 Performance and Payment Bond that is renewable on an annual basis. The additional 1-year warranty bond is required for all emergency work.

The Authority will pay the premium of the annual bond to cover emergency work up to 2.5 percent of the Bond amount based on actual invoices from the Surety. The bond costs for planned work will be based on the bid price provided in the bid form

The Bidder shall provide unit prices for all items. The Owner will evaluate the bids and other required submittals and supplemental information noted in Article 15.01 of Section 00200 and evaluation criteria items A through J shown in Article 19.08 of Section 00200. The recommendation of Award will be based on a ranking of the factors listed in the Instruction to Bidders in Section 00200 Paragraph 19.08. See Instructions for Bidders for discussion of Award of Contract.

The Bidder further proposes and agrees to commence work on a date to be specified in a written Purchase Order from the Owner and shall complete the work pursuant to a schedule identified in the said Purchase Order.

At the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order, including vendor name, address, and quantity and type of materials being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

It shall be the Contractors responsibility to submit Shop Drawings, receive and verify accuracy of such shipments and, upload such shipments as if Contractor had purchased the materials direct. Shop Drawings received from the suppliers, will be forwarded by the Clay County Utility Authority to the Contractor for their review of accuracy and correctness of the Shop Drawings and shall provide an approval action on each product. Shop Drawings shall then be submitted to the Design Engineer for their review and approval action. After the Contractor and Engineer have reviewed the Shop Drawings, they then shall be submitted to the Clay County Utility Authority for review.

The Owner shall assume all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Clay County Utility Authority's Purchase Order is prepared, then it will be returned to the Contractor for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidders shall attach the following supplemental information to their bid. **Items shall be clearly labeled and numbered and submitted in the order listed below:**

1) The required Bid Security.
2) W-9 Tax Payers Identification form
3) Public Entities Crimes Statement
4) Trench Safety Affidavit
5) Copy of Contractor's License or Underground Utility Contractor's License
6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority to award of the contract (per Article 13)
7) Bidder Qualifications and Information:
    a. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
    b. Location of offices
    c. Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
    d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
    e. Equipment listing,

8) Subcontractor Qualifications and Information:

   a. Name and address
   b. Type of work to be performed
   c. Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
   d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.

9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:

   a. Project name
   b. Project location (city, state)
   c. Brief description of project substantiating similarity to this project
   d. Date of completion of project
   e. Owner's name
   f. Owner's Project Manager name, telephone number and email address
   g. Engineer's Project Manager name, telephone number and email address.

10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:

   a. Project name
   b. Project location (city, state)
   c. Brief description of project substantiating similarity to this project
   d. Date of completion of project
   e. Owner's name
   f. Owner's Project Manager name, telephone number and email address
   g. Engineer's Project Manager name, telephone number and email address.

11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:

   - Part A – Treatment Plant Wetwell Lining System
   - Part B – Manhole/Lift Station Wetwell Coating System
   - Part C – CIPP Sanitary Sewer Lining System

12) Documentation of good faith efforts to utilize MBE/WBEs on this project,

13) Current workload (project commitments),

14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project. (See Section 00200 Instructions to Bidders, Article 15, Paragraph 15.02 for details.)

15) Part C only: OSHA Logs - Bidder shall include copies of their company's safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner's satisfaction.

16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered "commercially proven", a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8" to 18" of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.

17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is "commercially proven". For an installer to be "commercially proven", the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm's current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.

18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

19) Part C only: CIPP Lining Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

AN INDIVIDUAL

By _____ (Seal)
(Signature)

_____
(Print Name)
doing business as
Business Address: _____

Phone No: _____ Fax No: _____

A PARTNERSHIP

_____ (Seal)
(Firm Name)

_____
(General Partner/Signature)

_____
(Print Name)

Business Address: _____

Phone No: _____ Fax No: _____

A CORPORATION

_____ (Seal)
(Corporation Name)

_____
(State of Incorporation)

By _____
(Signature of Person Authorized to Sign)

_____
(Print Name)

_____
(Title) (Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No: _____ Fax No: _____

A JOINT VENTURE

_____
(Business Name)

By: _____
(Signature)

_____
(Print Name)

_____
(Address)

By: _____
(Signature)

_____
(Print Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

MANDATORY SUBMITTAL CHECKLIST
(Submit this checklist with bid.)

- ☐ 1. The required Bid Security
- ☐ 2. W-9 Tax Payers Identification form
- ☐ 3. Public Entities Crimes Statement
- ☐ 4. Trench Safety Affidavit
- ☐ 5. Copy of Contractor's License or Underground Utility Contractor's License
- ☐ 6. Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13)
- ☐ 7. Bidder Qualifications and Information
- ☐ 8. Subcontractor Qualification and Information
- ☐ 9. Bidder Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 10. Subcontractor Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 11. Product Specifications
- ☐ 12. Documentation of good faith efforts to utilize MBE/WBEs on this project.
- ☐ 13. Current workload (project) commitments
- ☐ 14. Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project.
- ☐ 15. Part C only: OSHA Logs
- ☐ 16. Part C only: Project Performance
- ☐ 17. Part C only: CIPP Lining Installer Performance
- ☐ 18. Part C only: Cleaning Contractor Performance
- ☐ 19. Part C only: CIPP Lining Lateral Installer Performance

Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

We (_____) certify that we submitted the required documents as checked above.

_____ _____

Bidder's Signature **Date**

CONTRACTOR/SUB-CONTRACTOR
PROJECT REFERENCES

Please provide as references, the project description and client reference information of at least three (3) clients you have served in the last two (2) years.

a. Project Name: _____

b. Project Location (city, state): _____

c. Brief description of project substantiating similarity to this project: _____

_____

_____

_____

_____

_____

_____

d. Date of completion of project: _____

e. Owner's Name: _____

f. Owner's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

g. Engineer's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

SECTION 00400

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,_____ _____as Principal, and _____ _____as Surety, are hereby held and firmly bound unto Clay County Utility Authority as OWNER in the penal sum of _____ _____for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____,20__

The Condition of the above obligation is such that whereas the Principal has submitted to Clay County Utility Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, Clay County Utility Authority Bid No. 18/19-A7.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety of all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____
Principal

_____
Surety

_____
Attorney-in-Fact

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL, AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

By_____
(print individual's name and title)

whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (G), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (B), Florida Statutes means finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment, or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (A), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (E), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which aids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☐ Neither the entity submitting this sworn statement nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or and affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ _____

(signature) (date)

STATE OF_____ COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____ who after first being sworn by me, affixed his/her (name of individual signing) signature in the space provided above on this_____day of_____, 20__.

My commission expires: _____

NOTARY PUBLIC

SECTION 00425

W-9 Form

(See next page for W-9 Form)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF,SY)	Unit Cost	Extended Cost
BASE BID ITEMS:				
A._____	_____	_____	_____	_____
B._____	_____	_____	_____	_____
C._____	_____	_____	_____	_____
ALTERNATE NO. 1 ITEMS:				
_____	_____	_____	_____	_____
			TOTAL $_____	

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME:_____

DATE:_____ BY:_____

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY (owner)

and _____ (Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority Bid No. 18/19-A

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed **by Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.

B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.

C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

(25% x increase cost of materials) + (75% x CPI index) = Total increase on a prices on the price schedules.

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: (25% x 10%) + (75% x 2%) = 4% increase (rounded to the nearest $0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

    a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching substantial completion of the Work; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.

B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.

C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.

D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.

E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.

F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.

G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.

H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list of failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statue thereto applies.

6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statue thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.

2. Performance bond.

3. Payment bond.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications as listed in the Table of Contents of the Project Manual.

7. Addenda.

8. Exhibits to this Agreement (enumerated as follows):

a. Contractor’s Bid.

b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Order(s).

   d. Purchase Order(s) with accompanying performance and payment bonds.

   e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

This portion of the page left intentionally blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By:_____
Tom Morris, Executive Director

Attest:_____

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

CONTRACTOR:

_____

By:_____

[CORPORATE SEAL]

Attest:_____

Address for giving notices:

_____
_____

License No._____
(Where applicable)
Agent for service of process:

_____
_____
_____

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name:_____
Title:_____
Address:_____
_____
Phone:_____
Facsimile:_____

SECTION 00600

PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

BY THIS BOND, We _____ , as principal and _____ , a Corporation, as Surety, are bound to Clay County Utility Authority, an independent special district existing under Chapter 94-491, Laws of Florida, Special Acts of 1994, herein called Owner, in the sum of $_____, for performance, and the separate and additional sum of $_____ , for payment, for the payment of each of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__, between Principal and Owner for construction of _____ _____, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

This Bond is to be deemed a Statutory Bond under Section 255.05, Florida Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

All interested parties are specifically directed to the following provisions regarding time and notice limitations as set out in Section 255.05(2), Florida Statutes:

A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies, shall within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of work, furnish the Contractor with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to rental equipment,

within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Payment Bond or the payment provisions of a combined Payment and Performance Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

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

Dated On: _____

Principal's Address:

_____

_____

_____

Surety's Address:

_____

_____

_____

Project Description and Location:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority
CCUA Bid. No. 18/19-A7

_____
(Principal)

By: _____

_____
(Surety)

By: _____
(Attorney-in-Fact)

END OF SECTION

CLAY COUNTY UTILITY AUTHORITY
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

APPLICATION NO.:
PERIOD TO:
BID NO.: **18/19-A7**

Distribution to:
__ Owner
__ Owners Representative
__ Contractor

FROM CONTRACTOR: Contractor's Name & Address

CONTRACT FOR: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM $_____
2. Net change by Change Orders $_____

3. CONTRACT SUM TO DATE (LINE 1 + 2) $_____
4. TOTAL COMPLETED & STORED TO DATE $_____
5. RETAINAGE:
   a. _____% of Completed Work $_____

   b. _____% of Stored Material $_____

   Total Retainage (Line 5a + 5b) $_____
6. TOTAL EARNED LESS RETAINAGE $_____
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) $_____

8. CURRENT PAYMENT DUE $_____
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $_____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Attach a Schedule of Values which includes a description of work completed along with any supporting documentation.

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: _____
State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public: _____

My Commission expires:

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's Representative certifies to the Owner that to the best of their Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $_____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER'S REPRESENTATIVE:
By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SECTION 00650

REQUEST FOR INFORMATION (RFI)

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract RFI No.: _____

_____ Date: _____

Owner: CCUA Bid No.: 18/19-A7 Project Manager: _____
Engineer: _____ Project No.: _____ Project Manager: _____
Contractor: _____ Project No.: _____ Project Manager: _____

To: _____
From: _____

Contract document reference(s): _____
_____

Description of RFI: □ Information □ Clarification □ Interpretation

Request for the items [*Described Below] / [in the Attached]:*
_____
_____
_____

Requested By: _____ Date: _____
Signature

To: _____
From: _____

Response to RFI: □ Information □ Clarification □ Interpretation

Response to your request [*Described Below] / [in the Attached*]:
_____
_____
_____

Response By: _____ Date: _____
Signature

CC: _____

SECTION 00660

CHANGE ORDER REQUEST FORM

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No.: 18/19-A7

Change Order No.: _____

Change in Contract Times		**(Days)**		**(Days)**
Original Contract time:	Substantial Completion:	_____	Ready for Final Payment:	_____
Increased from previous C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Decreased from previous C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Contract time prior to this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Increase in time on this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Decrease in time on this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Contract time with all approved C.O.s:	Substantial Completion:	_____	Ready for Final Payment:	_____

Change in Contract Price

Original Contract Price:	_____
Increased from previously approved C.O.:	_____
Decreased from previously approved C.O.:	_____
Increase in Contract price this C.O.:	_____
Decrease in Contract price this C.O.:	_____
Contract price with all approved C.O.s:	_____

The undersigned Contractor certifies to the best of my knowledge and belief: (1) all items and amounts shown above are correct; (2) all Work performed and Reimbursable Expenses fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from Clay County Utility Authority (CCUA) , on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and deliverables incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to the CCUA at the time of payment clear of all liens, claims, security interests and encumbrances; (5) payment is due and has not been previously requested for these amounts; (6) no markup has been applied to reimbursable expenses.

_____

Contractor Name and Title

SECTION 00660

CHANGE ORDER REQUEST FORM

Cost Break Down Form: (instructions: use a separate form for each individual work item)

Description	Unit	Quantity	Unit Cost	Extended Cost
Labor				$
Materials				$
Equipment				$
Maintenance of Traffic				$
Bonding				$
General Conditions				$
Overhead and Profit				$
				$
				$
Total firm fixed cost not to exceed amount:				$

Note: attached supporting documentation

RFI No. initiating the change: _____

Description: _____

_____

_____

Justification for the request: _____

_____

_____

_____

State the firm fixed cost not to exceed amount in words:

Contractor Signature: _____ Date: _____

Printed Name: _____ Title: _____

SECTION 00700

GENERAL CONDITIONS

1.01 GENERAL

A. The GENERAL CONDITIONS for this contract are the Standard General Conditions of the Construction Contract. Document C-700, 2007 Edition, prepared by Engineers Joint Contract Documents Committee (EJCDC) and issued and published jointly by National Society of Professional Engineers (NSPE), ACEC, ASCE and CSI (EJCDC).

B. All provisions of the GENERAL CONDITIONS of EJCDC Document C-700 not amended or supplemental herein, or in the SUPPLEMENTARY CONDITIONS, shall remain in full force and effect.

1.02 SUPPLEMENTARY CONDITIONS

A. The provisions of the GENERAL CONDITIONS and the Modifications herein, may be further modified in the SUPPLEMENTARY CONDITIONS and in Division 1, GENERAL REQUIREMENTS.

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which liquid at standard conditions of temperature and pressure is (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

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Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

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1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

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contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

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consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

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C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

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meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

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a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

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5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

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members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

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1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

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interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

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required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

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Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

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6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

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by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

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shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

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required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

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6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

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B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

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8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

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continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

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exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

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10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

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shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

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said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

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limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

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the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

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neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

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13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

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1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

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13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

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Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

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involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

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D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

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documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

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so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

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to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

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1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The following supplements modify, change from or add to the Standard General Conditions of the Construction Contract, EJCDC Document C-700, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A Add the following sentence to "27. Notice of Award": "When requested by OWNER, the Notice of Award may be issued by the ENGINEER."

SC-1.01.A Add the following sentence to "28. Notice to Proceed": "When requested by OWNER, the Notice to Proceed may be issued by ENGINEER."

SC 1.01.A Add the following new Defined Terms:

53. ARCHITECT/ENGINEER – The person, firm or corporation named as the ENGINEER in the Agreement.

54. Provide – As used in the Project Manual, means to furnish and install, complete and ready for intended use.

55. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A In the first line, change the term "…ten…" to read"…three…".

SC-2.03.A Delete Paragraph 2.03.A in its entirety and replace with the following:

"2.03 Commencement of Contract Times: Notice to Proceed

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the OWNER-CONTRACTOR Agreement or such other date as may be established therein."

SC-2.05.A Add the following new subparagraphs to paragraph 2.05A:

"4. CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

5. By executing the Contract, CONTRACTOR represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents."

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01.B Add the following sentence to Paragraph 3.01B: "CONTRACTOR shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER."

SC-3.02.A. Add the following new subparagraph to paragraph 3.02.A:

"3. Sections of Division One - General Requirements govern the execution of all sections of the Specifications."

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCED POINTS

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

"A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner.

B. Not Used."

ARTICLE 5 - BONDS AND INSURANCE

SC-5.04.A In the first line of Paragraph 5.04.A, following the word" ...maintain...", insert the words, "...in a company or companies licensed to do business in the State of Florida,...".

SC-5.04.A. 1 Add the following to the end of the paragraph. "Contractor's claiming a worker's compensation statutory exemption shall not be allowed to perform work under this Agreement without a separate worker's compensation policy;"

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under paragraphs 4.04.A.1 and A.2 of the General Conditions:

   a. State Statutory

b. Applicable Federal (e.g. Longshoreman's): Statutory

c. Employer's Liability: Limits Provide Below

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	General Aggregate	$2,000,000
b.	Products - Completed Operations Aggregate	$1,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily injury and Property Damage)	$1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

f. Excess or Umbrella Liability

1)	General Aggregate	$1,000,000
2)	Each Occurrence	$1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

a.	Combined Single Limit per occurrence of	$ 1,000,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury
Each Accident $1,000,000
Annual Aggregate $1,000,000

b. Property Damage:
Each Accident $1,000,000
Annual Aggregate $1,000,000

5. Builders Risk Full Replacement

6. Environmental Pollution Liability
Bodily injury, Property Damage and Cleanup cost.

a. Each Occurrence $1,000,000
Annual Aggregate $1,000,000

SC-5.05.A. Delete Section in its entirety and insert the following in its place:

5.05 Contractor's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Contractor may purchase and maintain at Contractor's expense Contractor's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.;

2. be written on a Builder's Risk "all-risk" open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes or loss, fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, wind, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. allow for partial utilization of the Work by OWNER;

6. including testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B Delete paragraph 5.06.B in its entirety and insert in its place:

B. Contractor shall be responsible for any deductibles or self-insured certificates.

SC–5.06.C Delete and replace the policies of insurance required to be purchased and maintained by the Contractor, in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraphs in 5.06C of the general conditions.

SC-5.06.E Delete Paragraph 5.06 E and replace with the following:

E. Environmental Pollution Liability Insurance: Shall be maintained by the Contractor for sudden and gradual occurrences arising out of the work being performed by or on behalf of the Contractor under this Contract. Coverage shall include but not be limited to, all hazardous materials identified under said Contract. Coverage shall respond to claims for pollution condition resulting in bodily injury and property damage to others and for clean-up costs. The extended claims reporting period following completion of the task, shall no be less than thirty-six (36) months. Deductible applicable subject to the written approval of the Owner and shall be the responsibility of the Contractor. The limit of coverage shall not be less than:

Bodily Injury, Property Damage and Clean Up Costs	$1,000,000.00	Each Occurrence

and Aggregate

ARTICLE 6 - CONTRACTORS'S RESPONSIBILITIES

SC-6.03.B Add the following after Paragraph 6.03.B: "The use of asbestos or asbestos-based fiber materials is prohibited in this Project."

SC-6.06. Add the following sentence at the end of paragraph 6.06.G:

"H. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individuals or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity."

SC-6.13 Add the following new paragraph:

"C. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards."

SC-6.13 Add the following new paragraph at the end of paragraph 6.13 D:

"E. All Contractors or Entities performing or furnishing any work for Clay County Utility Authority ("CCUA") must carry Workers' Compensation insurance coverage for themselves and for any employees, independent contractors, and/or other individuals who perform work on the project under the supervision of the Contractor or Entity. All those providing work shall furnish CCUA with evidence, which shall be in form and content satisfactory to CCUA, of current Workers' Compensation insurance coverage secured by the Contractor or Entity for themselves and employees, independent contractors, and/or any other individuals performing or furnishing any of the work on the project before any Contractor or Entity, employees, independent contractors and/or any other individuals begin work on the project."

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

"F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor."

SC-6.20 Add the following new Paragraph:

"D. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR's promises are:

1. One dollar ($1.00) in hand paid by OWNER, ENGINEER, and ENGINEER's employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER, and ENGINEER's employees under the requirements of Section 725.06, Florida Statutes, and;

2. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR's promises as contained in the General Conditions, OWNER would not have entered into the construction contract with CONTRACTOR."

ARTICLE 7 - OTHER WORK AT THE SITE

SC-7.04 Add the following new paragraph immediately after paragraph GC-7.03:

SC-7.04 Claims Between Contractors

"A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by non-binding mediation or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities."

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.01.A Add the following to the end of the sentence, "or Owner's Representative.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.B Add the following paragraph after Paragraph 12.01.B.3:

"4. where the work involved is covered by unit prices and the volume of work exceeds one hundred fifty percent (150%) of the quantity shown in the Bid Form or Approved Schedule of Values, the Owner reserves the right to renegotiate a better unit price. Or,

5. where the work involved is Lump Sum in the Contract Documents and the estimated quantity contained in the Bid Form is less than one hundred thirty percent (130%) of the actual quantities involved shall be considered included in the Contractor's Lump Sum price. Substantial differences from the estimated quantities to actual quantities are defined as greater than 130%, and the Owner reserves the right to renegotiate a better unit price, by mutually agreed Lump Sum (which may include a reasonable allowance for O&P not necessarily in accordance with Paragraph 12..01.C.2)."

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07.A Delete first sentence and replace with the following:

A. If within two (2) years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions.

SC-13.09 Add the following Paragraph 13.09.E.:

If at any time during the construction, the OWNER deems that work are to be unsafe and after proper notification to the CONTRACTOR of the unsafe conditions, the CONTRACTOR fails to take within 24 hours the necessary precautions to rectify the unsafe conditions to the satisfaction of the OWNER, the OWNER may correct the unsafe conditions by whatever means the OWNER deems appropriate. The cost for correction of unsafe conditions shall be paid by the CONTRACTOR and any additional work the may result from the OWNER's actions needed to continue work on the project.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.C.1 In the first line of Paragraph 14.02.C.1, change "Ten days..."to read "Forty-five days...".

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

"C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.01.D Add the following new paragraph immediately after Paragraph SC-16.01.C.

D. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC-16.01.C.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding."

END OF SECTION

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.1 Location of Work: **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract**

- Various locations in Clay County, Florida.

1.2 Description of Work: The work consists of furnishing all labor, materials and equipment necessary to complete the following:

- This Project is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

1.3 Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:

A. All labor, materials, and equipment.

B. Tools, construction equipment, and machinery.

C. Utilities required for construction.

D. Temporary portable bathrooms, and other services and facilities necessary for the proper execution of work completion including incidental items not detailed or called for, but which are required for the proper completion of the project.

E. All legally required sales, consumer, and use taxes.

F. All applicable permits, government fees, and licenses.

G. Survey services for construction layout and record drawings.

H. All required testing and clearances for placing into service.

1.4 Contractor Shall Also Be Required to Perform the Following:

A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work.

B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractors responsibility to make certain drawings and specifications comply with codes and regulations.

C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.

D. Provide and submit a Construction Work Plan, Critical Path Schedule and Quality Control Plan to the Owner.

1.5 Work Sequence:

A. Coordinate with Owner.

B. Contractors Critical Path construction schedule will be subject to acceptance by the Engineer and updated on a monthly basis.

C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be pre-approved by Owner.

1.6 Contractors Use of the Premises:

A. Do not unreasonably encumber sites with materials or equipment.

B. Assume full responsibility for protection and safekeeping of products stored on premises.

C. Move any stored products interfering with the Owner's operations.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements for determing Work completed under unit price contract.

1.2 GENERAL REQUIREMENTS

A. Unit prices shall include the providing of all cost required for the complete construction of the specified unit of work including cost of installation labor, including social security, insurance, and other required fringe benefits, workman's compensation insurance; rental or purchase of equipment and machinery; taxes; testing; surveys; temporary storage site and othe incidental expenses; and supervision.

B. The Owner reserves the right to reject the Constractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.

1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.

2. Unit prices in the Agreement (or the most recent Change Order adjust said unit prices) shall remain in effent until date of final completion of the entire Work for each purchase order.

D. Unit Price Abbreviations:

1. AC – Acre
2. CY – Cubic Yards
3. EA – Each
4. GA – Gallons
5. LB - Pounds
6. LF – Linear Feet
7. LS – Lump Sum

8. MI – Miles
9. SF – Square Feet
10. SY - Square Yards
11. TN – Tons
12. VF – Vertical Feet.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 MEASUREMENT

A. Part A – Treatment Plant Wetwell Rehabilitation: Surface area for Surface Preparation and Material Installation will be measured on the exposed interior of the wetwell that receives treatment. The work shall include mobilization and all activity performed to complete the project. Bypass pumping and equipment removal will be performed by others.

B. Part B - Manhole or Lift Station Wetwell Rehabilitation

1. Clean and Coat New/Old Sanitary Sewer Manhole (4 or 5-foot diameter): Measure vertical feet from the top of the manhole cast iron frame to the bottom of the lowest invert and from the top of wetwell to the top of the bottom floor at its lowest spot.

2. Clean and Coat Existing Wetwell: Measure square feet as the surface area of the interior of the wetwell that receives treatment.

3. Interior Manhole Coating/Lining Repair: Measure square feet as the surface area of the interior of the manhole that receives treatment.

4. Adjust manhole frame and cover (adjustment rings not to exceed 12”): Count each adjustment ring.

5. Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12”): Measure vertical feet for cone or riser section installed.

6. Replace frame & cover (24” or 36”): Count each replaced.

7. Invert replacement: Count each replaced.

8. Inside drop System 4”-8” or 10”-12”: Count each replaced.

9. Stop Leak Repair (no lining): Count each manhole repaired.

10. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.

11. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.

12. Construction Video and Photographs: Count per each Purchase Order.

C. Part C - Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)

1. Sanitary Sewer Line Cleaning and Inspection
    a. Light Cleaning, Tuberculation Cleaning and Root Removal: Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
    b. CCTV Pipe Inspection: Television inspection shall be the linear footage measures from the center of the upstream manhole to the center of the downstream manhole of pipe of each size diameter recorded. Pay item is for main line only, lateral payment is included in lateral rehabilitation pay item.
    c. Clean & CCTV Inspection – Sewer Lateral: Payment for cleaning and CCTV of a lateral when no lining is performed.
        i. Length 0 to 40 feet – per each lateral
        ii. Length over 40 feet – per linear foot.

2. Sanitary Sewer Rehabilitation
    a. CIPP Lining – Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
    b. Sectional CIPP Lining – Count each instance of installation.
    c. Lateral CIPP Lining – Count each instance of installation.
    d. Cleanout Installation – Count each instance of installation.
    e. Site Restoration – Measure per the square footage of restoration.

3. Dewatering: Measure per linear foot of affected area dewatered.

4. Erosion and Sediment Control: Measure per linear foot of installed control measures.

5. Tanker Trucks: Cost shall be based on the daily rate (8 hours) for one tanker truck.

6. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.

7. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.

8. Construction Video and Photographs: Count per each Purchase Order.

3.2 PAYMENT

A. Payment will be made at the respective contract unit prices for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for performing all Work in connection therewith and incidental thereto.

1. No separate payment will be made for the preparation of the final video log(s) of the completed project.
2. Partial payment for each work order shall be made for initial cleaning and televising at the Contract unit pricing.
3. No partial payment shall be made for CIP pipelines or manholes/wetwells until the tests are approved by the Owner. Generally, completion of the pipeline or manhole/wetwell lining system and testing shall constitute 75% completion.
4. Prior to substantial completion being issued the CIPP or manhole/wetwell must be inspected and tested, video logs provided, and all services or drop pipes re-connected. This shall constitute 90 completion.
5. The rehabilitation shall be considered 100% complete and ready for final payment when the work for each of the above 2 items are complete along with the final video log(s) and the site restoration and clean-up are complete. Payment shall be made based on the final quantities of each rehabilitation method installed and approved at the Contract unit pricing.

B. Except for Emergency Response Mobilization, separate payment will not be made for mobilization, demobilization, re-mobilization or by-pass pumping. The cost for these items shall be included in the unit pricing for the pay items listed in the bid form.

3.3 PROTECTION

A. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Owner, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Owner.

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. Schedule of allowances.
e. List of products.
f. List of principal suppliers.

B. Format and Content:

1. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

2. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents. Use a separate line for each pay item.

3. Schedule Updating: Update and resubmit the Schedule of Values and Drawdown Schedules prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Update Schedules when Change Orders or Construction Changes directive result in change in contract duration prior to the next application for Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Owner's Representative and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.

C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment. Same copies are included in Section 00640.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Owner will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Owner by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors, vendors, and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers for such items.

3. Waiver Forms: Submit waivers of lien on forms which comply with State statutes, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:

1. List of subcontractors.

2. List of principal suppliers and fabricators.

3. Schedule of Values.

4. Contractor's Construction Schedule (preliminary if not final).

5. Schedule of principal products.

6. Schedule of unit prices.

7. List of Contractor's staff assignments.

8. List of Contractor's principal consultants.

9. Copies of building permits.

10. Copies of authorizations and licenses from governing authorities for performance of the Work.

11. Initial progress report.

12. Report of preconstruction meeting.

13. Certificates of insurance and insurance policies.

14. Performance and payment bonds.

15. Data needed to acquire the Owner's insurance.

16. Initial settlement survey and damage report, if required.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

    a. Warranties (guarantees) and maintenance agreements.
    b. Test/adjust/balance records.
    c. Maintenance instructions.
    d. Final cleaning.
    e. Final progress photographs.
    f. List of incomplete Work, recognized as exceptions to Owner's Acceptance of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.

2. Completion of items specified for completion after Substantial Completion.

3. Ensure that unsettled claims will be settled.

4. Ensure that incomplete Work is not accepted and will be completed without undue delay.

5. Transmittal of required Project construction records to the Owner.

6. Proof that taxes, fees, and similar obligations were paid.

7. Removal of temporary facilities and services.

8. Removal of surplus materials, rubbish, and similar elements.

9. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents:

The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

1.2 Specified Codes:

A. The design of the work is based on the requirements of the latest edition of the Florida Building Code, National Electric Code and National Fire Protection Association Requirements, whichever is most stringent.

B. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as the Florida DOT Specifications or DOT Spec.

C. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.3 Reference Standards:

A. Except as otherwise required by Paragraph 1.2 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.

B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

1.4 Permits:

Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.

A. The Contractor shall secure any and all permits as required by SJRWMD for dewatering activities to occur at the job sites.

B. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

C. Contractor shall secure any and all NPDES – Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity. Contact Florida Department of Environmental Protection (FDEP), Northeast District.

D. Owner shall obtain and the Contractor shall conform to the requirements of the FDEP potable water and/or wastewater collection/transmission permit(s) and shall be responsible for installing and testing mains to achieve clearance under this permit, where applicable. Permit documents shall be provided with each purchase order. Installation of the pipelines shall be done so as to allow Owner to meet the requirements and stipulations of this permit.

1.05 EASEMENTS: Where, the Clay County Utility Authority has entered into an agreement with the landowners to grant unobstructed right-or-way and easement rights along the pipeline route, the terms and conditions of theses easements shall be followed explicitly by the Contractor. Copies of these Agreements for Grant of Easement will be made available from the Authority and the Contractor shall familiarize himself with the terms and conditions and shall comply with all provisions during construction.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule using the Critical Path Method (CPM)

2. Shop Drawings.

3. Product Data.

4. Samples.

5. Quality assurance submittals.

1.2 Definitions

A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.3 Submittal Procedures

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

    a. Allow 15 working days for initial review. Allow additional time if the Owner must delay processing to permit coordination with subsequent submittals.
    b. If an intermediate submittal is necessary, process the same as the initial submittal.
    c. Allow 15 working days for reprocessing each submittal.
    d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

    a. Project name.
    b. Date.
    c. Name and address of the Owner.
    d. Name and address of the Contractor.
    e. Name and address of the subcontractor.
    f. Name and address of the supplier.
    g. Name of the manufacturer.
    h. Number and title of appropriate Specification Section.
    i. Drawing number and detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Owner using a transmittal form. The Owner will not accept submittals received from sources

other than the Contractor without Contractor's review and approval markings and the action taken.

D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

1.4 Contractor's Construction Schedule

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 20 days after the date established for "Commencement of the Work."

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."

2. Coordinate the Contractor's Construction Schedule with the Work Plan, (CPM) Schedule, list of subcontracts, payment requests, and other schedules.

3. Identify critical paths.

B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial use by the Owner affect the sequence of Work.

C. Distribution: Following response to the initial submittal, print and distribute copies to the Owner, Owner, subcontractors, and other parties required to comply with scheduled dates. Keep copies available at the project site. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 Shop Drawings

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.

2. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.

2. Identification of products and materials included by sheet and detail number.

3. Compliance with specified standards.

4. Notation of coordination requirements.

5. Notation of dimensions established by field measurement.

6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

C. Submittals: Submit one reproducible and two blue-or black line print.

1.6 Product Data

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:

a. Manufacturer's printed recommendations.
b. Compliance with trade association standards.
c. Compliance with recognized testing agency standards.
d. Application of testing agency labels and seals.
e. Notation of dimensions verified by field measurement.
f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

B. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. Submit additional copies as required by the Contractor for distribution. The Owner will retain one and will return the others marked with action taken and corrections or modifications required.

C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

1.7 Samples

A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Owner's sample. Include the following:

a. Specification Section number and reference.
b. Generic description of the Sample.
c. Sample source.
d. Product name or name of the manufacturer.
e. Compliance with recognized standards.
f. Availability and delivery time.

2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.

a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Owner will review and return preliminary submittals with the Owner's notation, indicating selection and other action.

4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 Quality Assurance Submittals

A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

D. Contractor shall submit for approval a “Contractor Quality Control Plan” which shall contain, as a minimum, Contractor’s quality control plan for earthwork, concrete reinforcement, and poured-in-place concrete.

1. The contractor quality control plan (CQCP) is the documentation of the contractor's process for delivering the level of construction quality required by the contract. The following paragraph provides requirements for the CQCP, and what the criteria for accepting and using the requirements for these plans will be.

2. The CQCP is a framework for the contractor's process for delivering quality construction. The plans and specifications define the expected results or outcome. The CQCP shall outline how those results will be achieved. While it is not possible to determine from the CQCP whether the level of construction quality will be acceptable, it is possible to verify that the contractor, as an organization, has addressed the basic elements of its quality process.

1.9 Owner's Action

A. Except for submittals for the record or information, where action and return is required, the Owner will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility regardless of action indicated.

B. Action Stamp: The Owner will stamp each submittal with a uniform, action stamp. The Owner will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.

C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Owner will return the submittal marked "Action Not Required", "Reviewed, No Comment", or "Reviewed, Comments As Noted."

D. Unsolicited Submittals: The Owner will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01320

CONSTRUCTION VIDEO AND PHOTOGRAPHS

PART 1 – GENERAL

1.01 DESCRIPTION:

A. Provide construction video and photographs that depict preconstruction conditions.

B. Provide construction photographs that depict the progress of the Work and conditions at the final inspection.

1.02 SUBMITTALS:

A. Submit electronic version of preconstruction video and photographs prior to construction.

B. Submit two (2) copies of each set of progress photographs weekly to the Owner.

C. All projects constructed within the Clay County Utility Authority ("CCUA") systems shall have construction photographs taken by the contractor who is installing those utility mains, services, or other appurtenances, which will be owned and maintained by or under the control of CCUA as follows in PART 3 – EXECUTION.

D. Submit final photographs with final pay request.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION:

3.01 Photographs shall be taken with a conventional digital camera and show the area affected by the Work. The photographs shall be in color, 5-inches by 7-inches in size, printed on 8½" x 11" paper with a maximum of two pictures per page. The Contractor shall use a minimum photography resolution of 2048 x 1536 pixel (3 megapixels).

3.02 Photographs shall be taken prior to any Work on the Site, upon completion of underground piping or structures installation and prior to backfilling, and upon completion of the backfilling and grading.

3.03 The photographs taken daily during a given weekly period shall be delivered to the Owner at the beginning of the following week. Photographs may be delivered by electronic mail.

3.04 Each photograph shall be dated and labeled in a manner that will clearly describe the Work and the location of the photograph in relation to the project. The location description shall include the roadway name, lot number, station number, physical address

if available, or other means of providing information to determine the accurate location where the photograph was taken.

3.05 The Contractor shall use color video with a minimum resolution of 1920 x 1080 pixels (1080p) for full high definition (HD).

3.06 Color video and photographs shall be taken prior to any work on the site documenting all existing conditions.

3.07 Digital versions of video or photographs shall be submitted on a USB flash drive or archival quality DVD.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for quality control services and testing and inspection laboratory services.

1.2 General

A. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.

B. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

C. Requirements for the Contractor to provide quality control services required by the Owner or authorities having jurisdiction are not limited by provisions of this Section.

1.3 Contractor Responsibilities

A. Provide inspections, tests and similar quality control services specified in individual Specification Sections as the Contractor's responsibility and as required by governing authorities, except for those specifically indicated as being the Owner’s responsibility; these services include those specified to be performed by an independent agency and not by the Contractor. Include costs for these services in the Contract Sum.

B. Provide and pay for costs of retesting and other related costs when:

1. Results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.

2. Construction is revised or replaced by the Contractor, where tests were required on original construction.

3. Additional testing is needed or required by the Contractor.

4. Additional trips to the project are necessary by an agency when scheduled times for tests and inspections are cancelled and the agency is not notified sufficiently in advance of cancellation to avoid the trip.

C. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.

1. Notify the agency sufficiently in advance of operations to permit assignment of personnel.

2. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.

3. Take adequate quantities of representative samples of materials that require testing and assist the agency in taking samples.

4. Provide facilities for storage and curing of test samples.

5. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.

6. Secure and protect samples and test equipment at the Project site.

D. Coordinate the sequence of activities to accommodate required services with a minimum of delay and coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

E. Schedule times for inspections, tests, taking samples and similar activities.

1.4 Testing Agencies Responsibilities

A. Cooperate with the Owner and Contractor in performance of their duties; provide qualified personnel to perform required inspections and tests.

B. Notify the Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of their services.

C. Agencies are not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

D. Agencies shall not perform any duties of the Contractor.

1.5 Submittals

A. Independent testing agencies shall submit three (3) copies of certified written reports of each inspection, test or similar service to the Owner and to the Contractor.

B. Report Data: Written reports of each inspection, test or similar service shall include:

1. Date of issue.

2. Project title and number.

3. Name, address and telephone number of testing agency.

4. Dates and locations of samples and tests or inspections.

5. Names of individuals making the inspection or test.

6. Designation of the Work and test method.

7. Identification of product and Specification Section.

8. Complete inspection or test data.

9. Test results and an interpretations of test results.

10. Ambient conditions at the time of sample-taking and testing.

11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.

12. Name and signature of laboratory or inspector.

13. Recommendations on retesting.

1.6 Qualification of Service Agencies

A. Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

B. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

C. Inspection and testing agencies engaged by the Contractor shall be acceptable to Owner.

D. The Contractor shall use appropriately certified labs for the material tested such as the Florida Department of Transportation, the Florida Department of Environmental Protection, etc.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Repair and Protection

A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.

B. Protect construction exposed by or for quality control service activities and protect repaired construction.

C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 Description: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Owner.

1.2 Temporary Facilities

A. Drinking Water: The Contractor shall provide cool water with dispensing utilities.

B. Construction Water: The Contractor shall provide temporary water for construction at the project site. The Contractor shall provide proper back flow devices in order to comply with regulations concerning back flow & cross connection.

C. It shall be the Contractor's responsibility to provide temporary electrical power for construction purposes.

D. Toilet Facilities: The Contractor shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point acceptable to the Owner. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.

1.3 Security

A. General: The Contractor shall provide security, as necessary or required, to protect work, property, materials and equipment at all times.

B. Rodents and Other Pests: The Contractor, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Contractor shall secure services of a licensed exterminator to control.

C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from site at least weekly. Dispose all debris and rubbish at a properly approved and permitted facility or by using a properly licensed and permitted vender of no cost to the owner. The contractor shall provide the owner copies of all disposal tickets.

D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.

E. Project Safety: The Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative on the site during all working hours, shall be trained in project safety and designated as Contractor's Safety Director.

1.4 Quality Assurance

A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

1. Building Code Requirements

2. Health and Safety Regulations

3. Utility Company Regulations

4. Police, Fire Department and Rescue Squad Rules

5. Environmental Protection Regulations

6. Debris and rubbish transportation and disposal regulations and rules.

END OF SECTION

SECTION 01701

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for project closeout.

1. Inspection procedures.

2. Project record document submittal.

3. Final cleaning.

1.2 Substantial Completion

A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Submit specific warranties, final certifications and similar documents - refer to Section 01740.

3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; operating certificates and similar releases.

4. Submit record drawings and similar final record information.

5. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

6. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. When the Contractor considers the Work to be substantially complete, they shall submit a written notice to the Owner that the Work, or designated portion of the Work, is complete and ready for inspection.

C. Within 14 days of receipt of a request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Owner agrees that the Work, or designated portion of the Work, is substantially complete, they will inform the Contractor.

D. Should the Owner determine that the Work is not substantially complete, they will advise the Contractor of construction or other requirements that must be completed or corrected.

1. The Owner will repeat inspection when requested and assured that the Work has been substantially completed.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.3 Final Completion

A. When the Contractor considers the Work to be complete, they shall submit written certification to the Owner that the Work is completed and ready for final inspection. Include the following:

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.

2 Submit an updated final statement.

3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner’s inspector.

B. The Owner will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.

1. Upon completion of inspection, the Owner will advise the Contractor if the Work that is complete or if obligations have not been fulfilled but are required for final acceptance.

2. If necessary, re-inspection process will be repeated.

1.4 Record Document Submittals

A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.

1. Provide access to record documents for the Owner's reference during normal working hours.

2. Label each document "PROJECT RECORD" in 2-inch-high printed letters.

3. Do not use for construction purposes.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that was not shown on Contract Drawings or Shop Drawings.

3. Show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by surveying by a professional engineer or land surveyor registered in the State of Florida.

4. Note related Change Order numbers where applicable.

5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.

3. Note related record drawing information and Product Data.

D. Record Product Data: Maintain one copy of each Product Data submittal.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.

3. Note related Change Orders and mark-up of record drawings and Specifications.

E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.

G. At Contract close-out, deliver one copy of Record Documents to Owner. Accompany submittal with transmittal letter in duplicate containing the following information:

1. Date

2. Project title and number

3. Contractor's name and address

4. Title and number of each Record Document

5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Final Cleaning

A. Employ experienced workers or professional cleaners for final cleaning.

B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and maintain until final completion, except in areas occupied or designated by Owner.

1. Remove labels that are not permanent labels.

2. Leave concrete floors broom clean.

3. Wipe surfaces of mechanical and electrical equipment.

4. Clean plumbing fixtures to a sanitary condition.

5. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.

6. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.

7. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

C. Remove temporary protection and facilities installed for protection of the Work during construction.

D. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

E. Where extra materials of value remaining after completion of associated Work, they shall become the Owner's property, arrange for any disposition of these materials as directed.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 Related Requirements

A. General provisions of Contract, including General and Supplementary Conditions.

B. Warranties and certificates for specific products - Respective Specification Sections.

C. Contract closeout - Section 01701.

1.2 Section Includes

A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.3 Warranty Requirements

A. Contractor shall warrant all work covered under this Agreement to be free from defects for a period of 2-years after the date of substantial completion.

B. Relining Underground Pipelines (Section 02766): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.

C. Sanitary Service Lateral CIPP Lining (Section 02767): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.

D. Manhole/Lift Station Wetwell Coating (Section 02768) and Treatment Plant Wetwell Liner (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

E. Treatment Plant Wetwell Rehablitation (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

F. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

G. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

H. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

I. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

J. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

K. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 Submittals

A. Submit written warranties to the Owner before requesting inspection for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.

B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit

properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.

C. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.

D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:

1. Quantities and dates of shipments.

2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials, if the material is later found to not meet specified requirements.

3. Signature of officer of company.

4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.

E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

F. Form of Submittal:

1. Compile 3 copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.

2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.

4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

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MAINTENANCE WARRANTY BOND

CLAY COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____ as Principal and _____ , as Surety, are held and firmly bound unto the CLAY COUNTY UTILITY AUTHORITY, as Obligee, in the sum of _____($) Dollars, for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, the Principal is the contractor which installed the _____ for the project known as **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7** has agreed that it shall accept certain _____ _____improvements located within County right-of-ways or easements, for maintenance, provided that the Principal and Surety deliver to the CLAY COUNTY UTILITY AUTHORITY a maintenance warranty bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for a minimum of **two (2) years,** beginning the _____ day of _____, _____ (date of Substantial Completion); and this bond shall serve as said maintenance warranty bond; and this bond shall be and remain in full force and effect from its effective date for a minimum period of at least **two (2) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless Clay County Utility Authority from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this _____ day of _____, _____.

CONTRACTOR:

_____

WITNESS:

_____ By:_____(Seal)

Print Name: _____ Print Name:_____

Date:_____

APPROVED:
CLAY COUNTY UTILITY AUTHORITY

BY:_____
Tom Morris, Executive Director

BY:

_____

_____
(SURETY)

WATER AND WASTEWATER
MAINTENANCE WARRANTY BOND
CONTACT INFORMATION

Surety:_____
Contact Name:_____
Mailing Address:_____
_____
_____
Telephone No.:_____
Fax No.:_____

Bonding Agent:_____
License Identification No.:_____
Contact Name:_____
Mailing Address:_____
_____
_____
Telephone Number:_____
Fax Number:_____

CONTRACTOR WARRANTY

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 Old Jennings Road
Middleburg, Florida 32068

FROM CONTRACTOR: _____
_____
_____

PROJECT: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract CCUA Bid No. 18/19-A7

CONTRACTOR hereby warrants all materials and workmanship furnished for the _____ _____installations for the above-referenced project, against any defects for a period of **two (2) years** from the _____ day of _____ _____, _____(date of Substantial Completion). This Warranty also includes the "as-built" data recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective material, including cost of all parts, labor and/or replacement material.

This Warranty does not apply to any of the above equipment which has been subjected to misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other than factory or the Guarantor's authorized service personnel. Nor does it cover expenses incurred for service requested by the OWNER on material which does not prove defective.

CONTRACTOR:

_____

Date:_____ _____

Print Name: _____

Title:_____

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.1 Scope

In general, the work specified in this section of the Specifications shall consist of supplying labor, materials and equipment, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

1.2 Examination of the Site

The Contractor shall take all steps necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner's nor Owner's Representative will be held responsible for any interpretations or conclusions drawn by the Contractor.

1.3 Submittals

The Contractor shall schedule a pre-dewatering meeting with the Owner prior to executing the work. At the meeting the Contractor shall issue their formal written plan to the owner and discuss mitigating risks, discharges, and permitting.

PART 2 - PRODUCT

2.1 Method and Equipment

The Contractor may use any dewatering method they deem feasible so long as it results in working in stable soils conditions. It is the intent of these Specifications that an adequate dewatering system be installed to promptly lower, control, and dispose the groundwater in order to permit excavation, construction of the structures and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water bearing strata above and below the bottom of the foundations, sewers, water lines and all other excavations. Fill operations shall be completed prior to discontinuing operation of dewatering to prevent buoyancy of any structure. All dewatering operations shall be in accordance with applicable requirements of authorities having jurisdiction, such as, but not limited to, St. Johns River Water Management District and Florida Department of Environmental Protection.

PART 3 - EXECUTION

3.1 General

The Contractor shall be solely responsible for arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the Specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometer water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry. It is the Contractor's responsibility to prevent surface water and subsurface or ground water from flowing into excavations.

3.2 Disposal of Water

The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by the Contractor. The Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water. Contractor shall apply for and obtain, at the Contractor's expense, from all agencies having jurisdiction all permits required for disposal of water resulting from dewatering operations. Contractor shall only discharge uncontaminated produced groundwater when permitted or exempt. The means and methods of dewatering and discharge disposal shall comply with all regulatory requirements (including F.A.C. Chapter 62-621 "General Permit for the Discharge of Produced Ground Water from Any Non-contaminated Site Activity") at the Contractors Expense. Water shall not be discharged into streets, roadways, driveways, or private property.

Where excavation and dewatering occur in soils containing clay, silt or other materials resulting in turbidity in excess of 29 NTU above background at the point of discharge, the Contractor shall provide for settling, filtering or other treatment to lower turbidity to this level. If the project contains stormwater retention and/or detention systems, the Contractor may temporarily use this area for treatment, by capping the bleed-down pipe, pumping discharge in the pond and allowing it to settle prior to discharge. The Contractor may also construct a temporary detention/treatment pond. Use of alum and polymeric coagulation agents to aid in settling is allowed, providing that pH is adjusted prior to discharge. The Contractor shall submit his dewatering plan to the Owner for review if such additives are used and submit pH test data to the Owner showing no greater than 1 pH unit change from background in water to be discharged. The Contractor shall remove all accumulation of sediment prior to the completion of the project as the Contractor's expense. The Contractor shall maintain and remove accumulation of sediment at suitable intervals to prevent impairment of any sediment basin or pond at the Contractor's expense.

3.3 Inadequate System

If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations, pavements, pipes, property, or structures may occur. The supply of all labor, materials and equipment, and the performance of all work necessary to carry out additional work for reinstatement of the structures or foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Owner's Representative, and at no additional expense to the Owner.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 Scope

The work under this section covers the furnishing of all materials, equipment, tools, labor, supervision and incidentals necessary for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specified herein.

1.2 Measurement and Payment

A. Payment for Trenching, Backfilling, and Compacting is incidental to the Contractor's other pay items and shall be included in those costs.

B. Payment will be full compensation for all material, equipment, testing, tools, supervision, incidentals, and labor for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specifications herein.

C. The measurement for earthwork quantities such as excavations, backfilling, and removal and replacement of unsuitable materials shall be based on the in-place verifiable cross section volume. Over excavations without documented cause and the Owner's written approval shall not be included in the calculated measurement.

1.3 Submittals

A. Compaction density test reports.

PART 2 - PRODUCT

2.1 General Requirements

A. Backfill material shall be a granular soil, not classified as unsuitable material, and capable of being placed and compacted to the densities equivalent to 95% of the Modified Proctor maximum dry density. Backfill shall have no more than 12 percent of its particles pass a No. 200 sieve or a Plastic Index (P.I.) that exceeds 6. The maximum size rock permitted in backfill material shall be 2 inches with such rock being uniformly dispersed in the soil. Rock or other hard, lumpy, and unyielding materials, however, shall not be permitted in backfill material within one foot of external diameters of pipe and conduit, or against structure having protective coatings and coverings. The Contractor shall provide backfill material when this material is

not available from earthwork operations on the project site. Backfill material used for pipe bedding shall have all particles pass a 3/8-inch sieve.

B. Unsuitable material is soil which is unsuitable for the support of structures, piping, or other materials. Unsuitable material shall be soils containing muck, clay, excessive amount of organic material, stumps, brush, roots, rubbish and building material rubble or other deleterious materials. The suitability of the excavated materials for backfill shall be determined by the Owner's Representative.

C. Unsuitable material shall be disposed of offsite and replace with suitable imported sandy soils at the Contractor's expense.

2.2 Materials

A. Excavated Native Material - Excavated native material free from perishable and objectionable objects and containing no stones or clods larger than two (2) inches in diameter, unless otherwise specified, shall be used for backfilling and such grading on the site as required. Any excess material shall be placed where directed.

B. Granular Backfill - Granular backfill shall consist of well-graded crushed stone or crushed gravel meeting the requirements of American Standards of Testing and Materials (ASTM) C 33 (latest), Gradation 67 (3/4 inches to No. 4).

C. Sand Backfill - Sand backfill shall consist of a coarse natural granular material, free of deleterious amounts of organic material, mica, loam, clay and other substances not suitable for the purpose intended. It shall be a clean concrete sand having approximately uniform gradation between sieve sizes No. 4 and No. 50. All particles shall pass a 3/8 inch sieve and no particles shall pass a No. 100 sieve.

D. Backfill material shall be submitted to the Owner for review and approval.

PART 3 - EXECUTION

3.1 General Requirements

The extent of excavation open at any one time will be held to a minimum consistent with normal and orderly prosecution of the work. The Contractor is required to locate all underground structures and utilities, shown on the drawings or made known to him during construction. The Contractor is to coordinate with the local utility companies as required to determine the location of utilities within the limits of the work in adequate time to allow for relocation or adjustment of utility lines prior to conflict with the work, and to show the location of the utilities ahead of the work.

3.2 Protecting Existing Utilities

Each existing utility exposed is to be fully protected and supported during construction. Any damage caused during backfilling operations is to be promptly repaired at no cost to the utility owner. All temporary protective and support systems installed on existing utilities are to remain in place until they can be supported and protected by the trench backfill.

3.3 Excavated Material

A. Excavated material to be used for backfill shall be neatly deposited at the sides of the trenches where space is available. Where stockpiling of excavated material is required, the Contractor shall be responsible for using designated sites and shall so maintain his operations as to provide for natural drainage and not present an unsightly appearance. Top soils shall be carefully selected and kept separated. Rock, shell or other base materials for roads and alleys shall be carefully selected and kept separate. Grade and line stakes shall be protected. No excavated material shall be placed on private property without the written consent of the property owner.

B. Where materials unsuitable for backfill are excavated within the limits of excavation shown on the drawings, the unsuitable material shall be removed from the job site and disposed of by the Contractor at the Contractor's Expense. Suitable granular or sand backfill shall be provided to replace the unsuitable materials and worked into existing excavated soils where possible, at no additional cost to the Owner.

3.4 Trench Excavation

A. All excavation for pipeline and utilities shall be open cut and tunneling will not be permitted unless specifically called for on the plans. Trench sides shall be approximately vertical between an elevation of one (1) foot above the top of the pipe and the centerline of the utility; otherwise, trench sides shall be as vertical as possible or as required. Trench may be excavated by machinery to a depth that will not disturb the finish grade.

B. Excavate trenches to depth indicated or required for indicated flow lines and invert elevations.

C. The Contractor shall excavate the trench by hand where excavation and machinery would endanger trees or structures which otherwise might be saved by the use of hand excavation.

D. Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide minimum 8-inch clearance on each side of pipe or conduit, for unsheeted or sheeted trench, with maximum width of trench measured at top of pipe, not to exceed the outside

diameter, plus 24 inches, and comply with all Local, State, and Federal Safety Standards and Regulations.

E. For pipes or conduit 5 inches or less, excavate to indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.

F. Except as otherwise indicated, excavate for exterior water piping so top of piping is minimum 3 feet below finished grade under pavement and 30 inches minimum elsewhere.

G. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings.

H. For pipes or conduit 6 inches or larger, tanks and other work indicated to receive subbase, excavate to subbase depth indicated, or if not otherwise indicated, to 6 inches below bottom of work to be supported.

I. Except where a granular or concrete bedding is to be used, mechanical excavation shall be stopped above the final invert grade elevation and the remaining material carefully hand excavated so that the pipes may be laid on a firm, undisturbed, native earth bed.

J. Bell holes shall be dug to permit the entire straight barrel of the pipes to rest on the trench bottom. Boulders or loose rocks which might bear against the pipe will not be permitted in the trench bottom or backfill.

K. Excavated material consisting of muck, mud, clays or other unsuitable material shall not be stockpiled for backfill. Contractor shall remove such material from the site as it is excavated and shall dispose of it in an approved manner.

L. Excavation in rock shall be made to at least six (6) inches below the finish grade of the utility and backfilled with a 6-inch layer of crushed stone or gravel prior to installation of pipe. Excavation in clayey soils shall be made to at least twelve (12) inches below the pipeline inverts and replace with compacted structural backfill.

M. The Contractor shall be required to maintain uninterrupted utility service along the project but the methods used to accomplish this shall be left to his discretion, subject to approval of the authorities having jurisdiction. Puddling or discharge of sewage into open ditches will not be permitted. Existing piping damaged or removed to facilitate construction shall be replaced in kind, location and elevation.

N. No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Owner. Pipe trenches across

roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Owner, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours. All open trenches shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times.

3.5 Trench Backfilling

A. Backfilling operations are not to proceed until all necessary tests, inspections or observations have been performed as required by the applicable utility specification. The Contractor shall be responsible for obtaining the necessary inspections before, during and after backfilling, and shall re-excavate, refill, and perform all such related work to obtain satisfactory test results. All debris, rocks, broken concrete, formwork, etc., is to be removed from the trench prior to the start of backfilling operations. All backfill material is to be free of muck, rock, organic material, broken concrete or other debris. Backfill is to be placed in uniform six-inch (6-inch) layers, loose measure, and compacted the full width of the trench to not less than 98 percent of maximum dry density. This procedure is to be carried out for the full height of the utility plus one (1) foot above the utility. After the backfill has reached an elevation of one (1) foot above top of the utility, operations are to proceed as follows:

1. Under the existing or proposed roads, paved areas, etc., backfill material is to be placed in uniform eight-inch (8-inch) layers, loose measure, and compacted to not less than 98 percent of maximum density for the full depth of the trench.

2. In areas where no construction is to take place over the utility, backfill material is to be placed in uniform twelve-inch (12-inch) layers, loose measure, and compacted to a density not less than 95 percent of maximum density for the full depth of the trench.

B. Backfill material is to be placed in the trench in such a manner so as not to disturb the alignment of the utility. Under no circumstances is a bulldozer or other equipment to be allowed to push fill material into the trench. The material is not to be dropped on the utility but placed in a manner as to allow the utility to remain in place and to allow for the uniform spreading and compaction of the material. Material is to be placed on both sides of the utility so that the backfill will have the same elevation on each side during compaction operations. Careful attention shall be observed to backfilling under pipe trenches or spacing lines such as plate compacting, “walking in “and/or hand tampering.

C. Whenever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off, and finally made to conform to the surface of the ground. Backfilling shall be carefully performed, and surface restored to the elevation shown on the plans. In unpaved areas, the surface of trenches shall conform and be equal in quality, character and materials to the surface immediately prior to making the excavation.

D. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in same manner as the connected pipe.

3.6 Excavation Below Normal Grade

A. In the event the Contractor through error or carelessness excavates below the elevations required, the Contractor shall at his own expense backfill with granular backfill as hereinbefore specified and compact to obtain a suitable bedding.

B. In the event unstable or unsuitable bedding material is encountered at or 12-inches below the limits of excavation noted on the drawings, such materials shall be removed and replaced with suitable compacted granular backfill material as hereinbefore specified.

3.7 Backfill Maintenance

The Contractor shall refill for settlement all backfilled areas. The surfaces of backfilled trenches shall be maintained in a safe and satisfactory condition at all times after being opened to traffic until the final acceptance of the contract work by the Owner.

3.8 Compaction Control

A. Use mechanical soil compaction equipment suitable for the soils and area being worked and capable of obtaining the densities specified. Hydraulic jetting or flooding of soil, to obtain densification, will not be permitted.

B. Maximum density and optimum moisture content refer to values determined by the standard test ASTM D 1557 (latest). Moisture content of backfill material, as it is being placed and compacted, shall be within +/- 2 percent of optimum moisture content.

C. Testing

1. The Contractor will retain a testing agency acceptable to the Owner. The testing agency retained by the Contractor will perform all required soils testing for the work. The cost of testing will be paid for by the Contractor, unless specified otherwise herein.

2. Field in-place density tests shall be performed in each 6-inch thick lift of compacted backfill and in the upper 12 inches below the bearing levels along the pipeline alignment. The density tests are necessary to verify that satisfactory compaction operations have been performed. Density testing shall be performed at one location for every 150 LF of trench excavations for every other lift of compacted fill. A minimum of one test between valves is required for every other lift regardless of the distance between valves. Backfill material which fails density tests shall be reworked and recompacted. Additional density tests for the reworked soils shall be at the Contractor's expense. Initial density tests for undisturbed in-place soils plus tests after first compaction, if required, will be paid for by the Contractor. Tests required for any additional compaction of the soil shall be at the Contractor's expense.

3. The Owner's Representative will judge soils to be suitable or unsuitable. If the Contractor does not agree with the judgment of the Owner's Representative, soil tests will be performed on the material in question. These tests shall be at the Contractor's expense when test results confirm the Owner's Representative's judgment.

3.9 Protective Sheeting

A. The Contractor shall provide and maintain protective sheeting (including shoring and bracing) as may be required to retain soil, protect workers, protect existing facilities (structures, utilities, pavement, etc.) or confine the construction to a required area. It shall be the Contractor's responsibility to provide safe protective sheeting, when required, without being instructed to do so at no additional cost to the Owner. Detailed plans and calculations for protective sheeting shall be submitted to the Owner for review.

B. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

C. All protective sheeting shall be removed by the Contractor. The removal shall be completed in a manner which will not disturb or damage the finished work or existing facilities. All backfill requirements shall be met.

D. Steel drag shields or trench boxes may be used and shall be Steel Safety Shield as manufactured by Safety Shoring Shields, Inc., Efficiency Trench Box as manufactured by Efficiency Production, Inc; or equal. Voids left by the advancement of the shield shall be carefully backfilled and compacted in accordance with trench backfill requirements.

END OF SECTION

SECTION 02370

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

A. The Contractor shall take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, bays, storm systems, or other water impoundments, ground surfaces, or other property as required by federal, state, and local regulations.

B. The Work specified in this Section consists of providing, maintaining and removing temporary erosion and sedimentation controls as necessary to protect the Work and prevent sedimentation from the Contractor's activities from entering water bodies or other property owner's sites outside the Construction limits.

C. The Contractor shall provide protective covering for disturbed areas upon suspension or completion of land-disturbing activities. Permanent vegetation shall be established at the earliest practicable time. Temporary and permanent erosion-control measures shall be coordinated to ensure economical, effective, and continuous erosion and siltation control throughout the construction and post-construction period.

1.02 REQUIREMENTS

A. The Contractor is responsible for providing effective temporary erosion and sediment control measures during Construction or until final controls become effective.

B. The areas of unstabilized soil cover shall be minimized at all times to limit erosion and sedimentation.

C. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to, or concurrent with land-disturbing activities. Erosion control measures will be maintained at all times. If implementation does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source by the contractor as needed until effective erosion and sediment control is achieved. The contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Owner which results from his construction operations.

D. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to or concurrent with land-disturbing activities.

E. Erosion and sediment control measures shall be maintained at all times, if implementation does not provide for effective erosion and sedimentation control, additional erosion and sedimentation control measures shall be implemented to control or treat the erosion or treat the erosion or sediment source by the contractor as needed until effective erosion and sediment control is achieved.

F. Should the Contractor pump water from excavations during construction, appropriate siltation preventative measures shall be taken before the pumped water is discharged into any stormwater conveyance, drainage ditch, canal, or waterway.

G. The contractor shall prevent offsite tracking of material.

1.03 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with these Contract Documents.

B. The projects that disturb greater than one acre, the Contractor shall prepare and submit an Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) for Owner review and acceptance. The Plan shall be in effect throughout the Construction duration.

C. The projects that disturb greater than one acre, the Contractor shall submit copies of applicable permits, Notice of Intent, and Notice of Termination.

1.04 REFERENCE STANDARDS

A. Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

Florida Department of Transportation (FDOT)

FDOT Spec. Section 103 - Temporary Work Structures

FDOT Spec. Section 104 - Prevention, Control, and Abatement of Erosion and Water Pollution

FDOT Spec. Section 530 - Revetment Systems

FDOT Spec. Section 982 - Fertilizer

FDOT Spec. Section 983 - Water for Grassing

FDOT Spec. Section 985 - Geosynthetic Materials

1.05 QUALITY ASSURANCE (NOT USED)

1.06 WARRANTIES

A. Warranties shall be in accordance with these Contract Documents.

1.07 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements in these Contract Documents for Delivery, Storage, and Handling of the items specified in this Section.

1.08 QUALIFICATIONS (NOT USED)

1.09 REGULATORY REQUIREMENTS

A. The Contractor shall be responsible for filing Notice of Intent (NOI) and Notice of Termination (NOT) for Construction Activities with regulatory agencies (SJRWMD, SFWMD, and FDEP) as required by law, if thresholds are expected to be exceeded.

B. Erosion-control measures shall be performed conforming to the requirements of and in accordance with approved plans by applicable state and local agencies and as specified by the erosion-control notes included on the Drawings and as required by these Specifications.

C. The Contractor shall comply with all local, State, and Federal agencies, laws, and rules.

1.10 PRACTICES

A. The Contractor shall adhere to the following:

1. Avoid dumping soil or sediment into any stream bed, pond, ditch, or watercourse.

2. Maintain an undisturbed vegetative buffer where possible between a natural watercourse and trenching and grading operations.

3. Avoid equipment crossings of streams, creeks, and ditches where practicable.

4. The contractor shall furnish and install tree protection, erosion, and sediment control measures prior to any other construction activity and

shall maintain such appurtenances until permanent ground cover is established and all land-disturbing activities in the area have ceased.

1.11 EROSION AND SEDIMENT-CONTROL DEVICES AND FEATURES

A. The Contractor shall construct all devices (silt fences, retention areas, etc.) for sediment control at the locations required to protect federal, state, and local water bodies and water courses and drainage systems before beginning to excavate the site. All devices shall be properly maintained in place until a structure or paving makes the device unnecessary or until directed to permanently remove the device.

B. The Contractor shall use mulch to temporarily stabilize areas subject to excessive erosion and to protect seed beds after planting where required.

C. Filter fabric, synthetic bales, or other approved methods shall be placed and secured over the grates of each existing inlet, grating or storm pipe opening near the area of excavation to prevent silt and debris from entering the storm systems.

D. The Contractor shall use silt fences, synthetic bales and floating turbidity barriers as shown on the plans or as directed by the Owner or Owner's Representative to restrict movement of sediment from the site.

E. The Contractor shall establish vegetative cover on all unpaved areas disturbed by the work.

PART 2 – PRODUCTS

2.01 GENERAL

A. Open-mesh biodegradable mulching cloth.

B. Fertilizer shall be slow release 10-10-10 grade or equivalent.

C. Lime shall be Dolomitic Agricultural Ground limestone, in accordance with FDOT Section 982.

D. Grass shall be in accordance with Section 02936, Grassing, Seeding and Sodding.

E. Silt fence shall consist of non-biodegradable filter fabric (Trevira, Mirafi, etc.), in accordance with FDOT Section 985, wired to galvanized wire mesh fencing and supported by wood or metal posts.

F. Floating or staked turbidity barriers as specified in FDOT Spec. Section 985 and FDOT Standard Index 103.

G. Erosion Stone: FDOT Section 530

1. Sand-Cement Riprap

2. Concrete Block

3. Rubble 20 to 300 pounds each

H. Filter Fabric for placing under Riprap shall meet the requirements of FDOT Section 985.

I. Synthetic bales in accordance with FDOT Section 104.

PART 3 - EXECUTION

3.01 CLEARING

A. The Contractor shall schedule and perform clearing and grubbing so that subsequent erosion-control practices can follow immediately. Excavation, borrow, and embankment operations will be conducted as a continuous operation. All construction areas not otherwise protected shall be stabilized within 14 days and planted with permanent vegetative cover within 30 working days after completing active construction.

3.02 STABILIZING

A. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. All disturbed areas outside of embankment left exposed will, within 14 days of completion of any phase of grading, be planted or otherwise provided with either temporary or permanent ground cover, devices, or structures sufficient to restrain erosion.

3.03 REQUIREMENTS

A. Install and maintain silt fences, dams, traps, barriers, and appurtenances as shown on the drawings. Replace deteriorated hay bales, silt fence, and dislodged filter stone. Repair portions of any devices damaged at no additional expense to the Owner.

B. Install all sediment control devices in a timely manner to ensure the control of sediment. At sites where exposure to sensitive areas is likely, complete installation of additional sediment control devices before starting earthwork.

C. Use approved temporary erosion control features to correct conditions that develop during Construction that were not foreseen when the initial Erosion and Sedimentation Control Plan was first developed.

D. Whenever land-disturbing activity is undertaken on a tract, a ground cover sufficient to restrain erosion must be planted or otherwise provided within

30 calendar days on that portion of the tract upon which further active construction is to be undertaken.

E. If any earthwork is to be suspended for any reason for longer than 14 calendar days, the areas involved shall be seeded with vegetative cover or otherwise protected against excessive erosion during the suspension period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility to control erosion in that area.

F. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results that comply with the requirements of the Regulatory agency having jurisdiction or the Owner, the Contractor shall immediately take whatever steps necessary to correct the deficiency at its own expense to protect the Work and any adjacent property to the site, as well as to prevent contamination of any stormwater conveyance, river, stream, lake, tidal waters, reservoir, canal, IMS4, or other water impoundments.

G. The side slope areas with unstabilized or unprotected soil cover shall be minimized at all times to limit erosion and sedimentation.

H. Incorporate permanent erosion control features into the Project at the earliest practical time.

3.04 VEGETATIVE COVER

A. Preparation of Seedbed. Areas to be seeded shall be scarified a depth of 4 inches until a firm, well-pulverized, uniform seedbed is prepared. Fertilizer shall be applied during the scarification process in accordance with the following rates:

Fertilizer—per manufacturer's recommended rate.

B. Seeding. Disturbed areas along embankments shall be permanently seeded with mix specified in Section 02936, Grassing, Seeding, and Sodding.

C. The Contractor shall mulch all areas immediately after seeding. Mulch shall be applied and anchored as specified in Section 02936, Grassing, Seeding, and Sodding.

3.05 MAINTENANCE

A. The Contractor shall maintain all temporary and permanent erosion-control measures in functioning order. Temporary structures shall be maintained until such time as vegetation is firmly established and grassed areas shall be maintained until completion of the project. Areas which fail to show a suitable stand of grass or which are damaged by erosion shall be immediately repaired. No additional payment will be made to the Contractor for re-establishing erosion-control

devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project.

B. The Contractor shall remove all silt, sediment, and debris buildup regularly to maintain functioning storm systems and erosion-control devices.

3.06 REMOVAL OF SEDIMENT CONTROL DEVICES

A. Near completion of the project and/or in accordance with the Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) and the Notice of Intent for Construction Activities filed with regulatory agencies, as acceptable to the Owner, the Contractor shall dismantle and remove the temporary devices used for sediment control during construction. All erosion-control devices in seeded areas shall be left in place until the grass is established. The Contractor shall seed areas around devices and mulch after removing or filling temporary control devices.

B. The Contractor shall clean up all areas at the completion of the project.

END OF SECTION

SECTION 02750

REMOVING AND REPLACING PAVEMENT

PART 1 - GENERAL

1.1 Scope

A. The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where such have been removed for construction of sewer and utility appurtenances and structures.

B. All paved street or other paved areas cut by these operations shall be repaired and repaved in a workmanlike manner as shown or specified. All work shall be in accordance with Florida State Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, unless noted otherwise herein or on the Plans.

C. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

1.2 References

A. ASTM International

1. ASTM A 185 – Welded Steel Wire Fabric for Concrete Reinforcement.
2. ASTM A 615 – Deformed and Plain Billet Steel Bars for Concrete Reinforcement,
3. Grade 60.
4. ASTM C 33 – Concrete Aggregate.
5. ASTM C 94 – Ready-Mixed Concrete.
6. ASTM C 143 – Slump of Hydraulic Cement Concrete.
7. ASTM C 150 – Portland Cement.
8. ASTM C 171 – Sheet Materials for Curing Concrete.
9. ASTM C 171 – Sampling Freshly Mixed Concrete.
10. ASTM C 173 – Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
12. ASTM D 422 – Particle-Size Analysis of Soils.
13. ASTM D 1752 – Preformed Sponge Rubber and Cork Expansion Joint Filler for Concrete Paving and Structural Construction.

B. State of Florida, Department of Transportation (FDOT): standard Specifications for

Road and Bridge Construction, Latest Edition.

1. The provision therein for method of measurement and payment do not apply.
2. References to "Engineer" and "State" shall be interpreted to mean "Authority's designated representative."

C. Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work.

1.3 Quality Assurance

A. Except as modified herein or as indicated, work and materials shall be performed and furnished in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Obtain all materials from respective same source throughout construction operations.

C. Coordinate density testing of subbase, base course & compression strength testing of concrete with testing laboratory employed and paid for at the contractor's expense.

1.4 Submittals

Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the material producer and the Contractor.

1.5 Conditions

A. Weather Limitations

1. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.

2. Construct prime and tack coats, and asphaltic courses only when atmospheric temperature in the shade is above 50 degrees F, when the underlying base is dry and when weather is not rainy.

3. Place base course when air temperature is above 35 degrees F and rising.

B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations

PART 2 - PRODUCT

2.1 Materials and Construction

A. All material shall conform to the applicable sections of the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction (latest edition).

B. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g., brick or stone, these driveways and roadways shall be restored utilizing similar, if not original, materials. Where the nature of these surfaces dictates, a specialty Contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

PART 3 - EXECUTION

3.1 Removing Pavement

A. Remove existing pavement as necessary for installing the pipe line, lateral, and/or cleanout and appurtenances.

B. In areas where pavement will be removed or overlaid, the Contractor shall locate existing valves, and manholes, and shall document the location. The documentation shall include two measurements from the valve or manhole to permanent object such as a tree, fire hydrant, house corner or similar. It is the intent to provide a means to locate the valves and manholes so that they can be located and brought to grade following paving.

C. Prior to excavation in paved streets or other paved areas, the pavement shall be cut along straight and perpendicular lines. Just prior to repaving, jagged edges shall be squared and cut to a string line so that the patch will present a neat appearance.

D. Centerline stripes or other pavement markings which existed prior to the start of construction shall be replaced. No separate payment will be made for stripping or marking unless shown.

E. The paved surface of the replacement shall be finished flush with the existing pavement and shall conform to the existing street contour.

F. Damage to Adjacent Pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.

G. Damage to Traffic Signal Loops: Any pavement removal which will include removal of traffic signal loops embedded in the pavement shall be coordinated with the Traffic Engineering Department having jurisdiction over the traffic signal five days prior to pavement removal.

H. Sidewalk: Remove and replace any sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.

I. Curbs: Tunnel under or remove and replace any curb disturbed by construction to the nearest

undisturbed joint.

J. Pavers: Remove pavers so that they remain intact. Store safely to avoid damage.

3.1 Replacing Pavement

A. Pavement shall be replaced as soon as practical after all testing is completed and underground construction is approved. In no case shall an area remain unpaved for more than 14 days after the original surface was removed. Should completion of testing and approval preclude final paving within 30 days, temporary asphaltic concrete patching shall be installed and maintained until pavement can be replaced in accordance with the standard detail drawing.

B. During backfilling and compaction of the backfill, arrange to have the subgrade material verified and tested. The subgrade shall meet the requirements for Type B stabilization.

C. Temporary trench backfill along streets and driveways shall include 8-inches of lime rock base, crushed stone, crushed concrete as a temporary surfacing of the trenches, or asphalt as directed by the County of FDOT. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until the pavement is replaced. All temporary surfacing not meeting the requirements for the pavement (including base) shall be removed.

D. Replace driveways, sidewalks and curbs with the same material as existing, to nearest existing undisturbed construction joint and to the same dimensions as those existing.

E. Where the paved surface is to be replaced, the temporary surface and backfill material shall be removed to the depth and width as required to replace the pavement in accordance with the Authority having jurisdication. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.

F. Pavement Resurfacing (asphalt overlay)

1. Certain areas to be resurfaced may be specified or noted on the Drawings.

2. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and backfill with compacted Bituminous Plant Mix Base, as specified, to the level of the existing pavement. After all pipe line installations are complete and existing pavement has been removed and replaced along the trench route, apply tack coat and surface course as specified.

G. Resurfacing limits shall be perpendicular to the road centerline. The limits of resurfacing shall be

10 feet beyond the edge of the pavement replacement on the main road being resurfaced, and to the point of tangency of the pavement on the side streets.

H. Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the County or FDOT.

I. Traffic Signal Loops: The replacement or repair of all traffic signal loops removed or damaged during the removal and replacement of pavement shall be coordinated by the Contractor with the Traffic Engineering Department having jurisdiction over each traffic signal. The Contractor shall be responsible for payment of all fees associated with replacement or repair of traffic signal loops.

3.2 Sidewalk and Curb Replacement

A. Construction

1. All concrete sidewalks and curbs shall be replaced in accordance with the FDOT standard specifications for Road and Bridge Construction, unless modified herein.

2. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to hold the concrete true to line and grade without springing or distorting.

3. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.

4. Securely hold forms in place true to the lines and grades to match existing.

5. Wood forms may be used on sharp turns and for special sections, as approved by the County or FDOT. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.

6. All mortar and dirt shall be removed from forms and all forms shall be thoroughly wetted before any concrete is deposited.

B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances to match existing.

C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes

shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.

D. The subgrade shall be at a depth equal to the thickness of the concrete, plus two inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material.

E. Joint for Curbs

1. Joints shall be constructed to match existing or as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.

2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.

3. Install expansion joint materials at the point of curve at all street returns.

4. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.

5. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.

F. Expansion joints shall be required to replace any removed expansion joints. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.

G. Finishing

1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.
2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius to match existing.
3. Finish edges with an approved finishing tool having a 1/4-inch radius.
4. Provide a final broom finish by lightly combing with a stiff broom after troweling is

complete.

5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.

H. Driveway and Sidewalk Ramp Openings

1. Provide driveway openings of the widths and at the locations to match existing and as directed by the Authority.

2. Provide sidewalk ramp openings to match existing, in conformance with the applicable regulations and as directed by the Authority.

I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the Authority.

J. Paver Installation – Reinstall pavers to their original position.

K. Maintenance

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and the repair of damaged or unsatisfactory surfaces, to the satisfaction of the Authority. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

L. Supervision and Approval

1. Pavement restoration shall meet the requirements of the agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.

2. Obtain the County's or FDOT’s approval for restoration of pavement.

3. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded and warranty periods, promptly restore or repair defects.

4. If replacement of the asphalt surface is required to repair defect, the entire lane shall be replaced for a distance that extends 10 feet beyond the limits of the defected area.

M. Cleaning

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition. Surplus material and debris shall be disposed of by the Contractor at an off-site location in accordance with the local, State and Federal Agency requirements.

END OF SECTION

SECTION 02766

RELINING UNDERGROUND PIPELINES

PART I – GENERAL

A. DESCRIPTION

This section provides for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. This specification describes CIPP relining for 8-inch to 24-inch diameter piping. CIPP rehabilitation of service laterals lining is described in Section 02767 Sanitary Sewer Service Lateral Rehabilitation.

B. SCOPE OF WORK:

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following activities:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration.

C. EQUIPMENT/VEHICLES

All contractor/subcontractor equipment shall be sufficient in size and number for work to be done in a timely manner under this contract. All contractor/subcontractor equipment shall be maintained in good operating condition. The Owner reserves the right to reject any equipment it deems unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the contractor/subcontractor to replace rejected equipment in a timely manner and at no cost to the Owner.

D. REFERENCED DOCUMENTS

This specification references the following standards from the American Society for Testing and Materials which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern:

- ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743 Rehabilitation of Existing Pipelines by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM D5813 Cured-in-Place Thermosetting Resin Sewer Pipe
- ASTM D790 Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM D2990 Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.

D. REQUIREMENTS:

1. The Contractor shall be certified in confined space entry and traffic control per OSHA requirements.
2. Cleaning of Sewer Lines: The contractor shall remove and properly dispose of all internal debris from the inside of sewer lines that will interfere with the installation of CIPP.
3. Bypassing Sewage: The contractor shall provide for the flow of sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping.
4. TV and Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines and it shall be noted that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. All video inspection shall be witnessed by an Owner representative as it is being performed.
5. Manhole/Liner Interface: It shall be the responsibility of the contractor to make a watertight seal at the interface where the liner/host pipe meets the manhole.
6. Service Reconnection: Service reconnection refers to the reinstatement of the customer service connection of the sewer main after the installation of Trenchless Pipe Reconnection System. This is accomplished from within the sewer main via a remote-controlled cutting device. The service reconnection will not be considered by

the Owner to be complete until it is polished.

7. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The contractor shall provide trenchless reconstruction of service lateral and main line sewers. The contractor shall have the capability of performing services which include televised inspection, data collection, system flow analysis and pipeline reconstruction.
8. The contractor shall provide services that include safety measures for both the public and workers shall coordinate all scheduling with the Owner.
9. The contractor shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected contractor to protect the workers, public and Owner staff from the exposure to harmful or hazardous substances within the sewer system.
10. The contractor shall be responsible for all traffic control during operation and bypass pumping. Because the Owner's sewer are located in rights of way owned and maintained by various agencies, the maintenance of traffic shall be as required by these various agencies, including but not limited to, the Florida Department of Transportation, Clay County and the Town of Orange Park. The Contractor shall be responsible for ensuring the MOT plan meets with theses agencies approval.
11. The contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to CCUA's Miller Street Wastewater Treatment Plant located at 1601 Bartlett Avenue, Orange Park, FL 32073 for processing. Owner shall approve all waste materials disposal schedules. The selected contractor shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the contractor's equipment.
12. The contractor shall be responsible for all costs associated with cure water disposal.
13. The contractor shall be responsible for properly installing an approved backflow prevention device inline to the freshwater fill line of all jetting and/or vacuum equipment.
14. The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of wastes from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments.
15. The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, ad may be amended from time to time.
16. The contractor shall inform the Owner of its planned work schedules and shall afford the Owner reasonable opportunity to observe and inspect the contractors work in process. The Owner will be advised of all schedule changes and notified when a work site is left for a 24-hour period when work is not complete.
17. The contractor shall be responsible for obtaining potable water from the Owner for use on the project. A construction meter must be obtained from the Owner prior to the start of work. The Owner will not charge for the meter use of the water. If the meter is

not promptly returned upon completion of a project, the Owner will retain money from the project to cover the cost of meter replacement.

E. LICENSES/PERMITS:

It shall be the responsibility of the Contractor to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as the telephone company, power company, and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

PART II – PRODUCTS

A. MATERIALS

1. Tube – the sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1763, Section 5.2.1 or ASTM D 5813, Section 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

    a) The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

    b) The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

    c) The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

    d) The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

    e) The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

    f) Seams in the Tube shall be stronger than the non-seamed felt material.

2. Resin – The resin system shall be a corrosion resistant polyester or vinyl ester system

including all required catalysts, initiators that when within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. STRUCTURAL REQUIREMENTS

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.

2. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

3. The cured pipe material (CIPP) shall conform to the structural properties as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES			
		Cured Polyester Composite	
Property	**Test Method**	**Min. per ASTM F1216**	**Enhanced Resin**
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

C. PRODUCT PERFORMANCE

Standard lining products are intended to have a 50-year design life and in order to minimize Owner's risk, only proven products with substantial successful long-term track records will be approved. Proposed products much meet or exceed ALL of the following criteria to be deemed commercially acceptable.

For a *product* to be considered commercially proven, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 500,000 linear feet of 8" through 24" of the product shall have been in successful service within the State of Florida for a minimum of five (5) years.

D. INSTALLER QUALIFICATIONS

For an *installer* to be considered commercially proven, the installer must satisfy all insurance, financial and bonding requirements of the Owner, and must have had at least five (5) years active experience under the firm's current corporate name in the commercial installation of the proposed product. In addition, the installer must have

successfully installed at least 1,000,000 linear feet within 24 months of the proposed product in sanitary sewer systems.

E. CLEANING CONTRACTOR QUALIFICATIONS

Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

PART III – EXECUTION

A. SANITARY SEWER CLEANING

a. Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

b. Submittals:

1. The contractor shall submit a Cleaning Log Sheet for the purposes of recording pertinent information relative to the sanitary sewer structures being cleaned.

2. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.

c. Equipment: The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstruction from the sewer lines. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds of removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the Owner.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 50 GPM at a minimum

working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15º to 45º in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the Owner, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructing in such a way that a portion of the dam may be collapsed instantly will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of the grease or obstruction.

3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to insure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and product a 2,000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the contractor shall be arranged by the contractor. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners shall be allowed when operated in accordance with manufacturer recommendations.

4. Capture and Removal of Debris: The contractor shall furnish equipment standard in the industry for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole.

5. Water Requirements: The Owner shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. It shall be the

Contractor's responsibility to obtain the proper meter from the owner. All water used for any function of the work shall be metered. The Owner will not charge for the use of potable water but will retain money from the project to repair damaged meters or replace the meter if it is not promptly returned upon completion of the work. Only potable water shall be used for this work.

d. Execution:

1. General: It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner. Cleaning of sewer lines shall be accomplished by trapping and collecting all send, debris, grease and other materials, at the next manhole downstream of the line being cleaned and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning may occur to sections upstream.

2. Site Visit: The contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and /or accepted manholes.

   The contractor shall utilize magnetic locator to attempt to identify the location of buried manhole cover and notify the Owner representative so that Owner personnel can excavate it and bring it up to grade prior to cleaning. Under no circumstances shall the contractor excavate buried manholes without prior contractual authorization from the Owner.

e. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line. Satisfactory precautions shall be taken to protect the sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools

which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.

3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be construed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the Owner, from the manhole into a retention chamber above ground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the sewer line.

f. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners may be used, when appropriate, for pipe cleaning.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to insure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.
4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved by the Owner, or as described above.

g. Special Cleaning Requirements for Cast Iron Pipe: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust buildup and mineral deposits. Acceptable methods include lumberjack cutters, chain cutters/knockers, and porcupine cleaners. For pipe diameters greater than 24-inch, the contractor may choose any equipment necessary to remove the tuberculation, such as a “pig” or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump station. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The Contractor may choose a similar proofing device acceptable to CCUA.

h. Sanitary Sewer Manhole Modifications: Any modifications to manholes to facilitate cleaning shall be the contractor’s responsibility and shall be subject to acceptance of the Owner. Contractor shall salvage and reuse all manhole covers and rings that are removed

during sewer line and manhole rehabilitation.

i. Material Removal and Cleanup:

1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the contractor be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit acceptable to the Owner, except in totally enclosed container, and only with the written acceptance of the Owner. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the Owner.

2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Procedures may include hydro-cleaning and the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters, lumberjacks, chain cutters/knockers and porcupines.

3. Degree of Cleaning: All dirt, debris, roots and other solid and liquid materials shall be removed from the sewer system to the extent that closed circuit television inspection can be performed. Light cleaning only, shall be conducted on all new sanitary sewer pipe. An Owner representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:

   3.1 Light Cleaning: The removal of ¼ diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation.

4. Manhole Clean-up: Clean up operations shall consist of cleaning all debris out of the man hole and off the ground around the manhole. This material shall be collected at the downstream manhole and disposed of in a sanitary mater in a location acceptable to the Owner.

5. Debris Disposal: All debris removed from the sewer shall be disposed of properly by and at the expense of the contractor. Transportation of debris or other material by the contractor shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the contractor shall be responsible for cleaning up any debris or other material to the satisfaction of the Owner or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

j. Restoration: The contractor shall be responsible for damage to public and private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the contractor.

k. Additional Cleaning: Should subsequent video inspection of cleaned sewers reveal that additional cleaning is required, the contractor shall re-clean the line at no additional expense to the Owner. Any additional video inspection or re-set up of video equipment required due to re-cleaning shall be at no additional expense to the Owner.

E. PRE- AND POST-WORK INSPECTIONS:

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work the sanitary sewers shall be videoed under the direct supervision of an Owner representative. An Owner representative must be on site during the entire inspection procedure period. If video inspection is performed without an Owner representative present, the video will not be accepted by the Owner and must be re-done in the presence of an Owner representative. One (1) copy of the DVD video and associated video logs shall be submitted to the Owner prior to scheduling the pre-final. If defects or problems are observed on the video, contractor shall meet with Owner staff to determine the acceptable method of repair. All work involved with repair shall be at no cost to the Owner.

Television inspection is mandatory and required to be provided by the contractor on all sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and USB drive or archive quality DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the Owner at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a Owner representative is required to be on-site during entire length of each television inspection otherwise, the television inspection will be deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

F. INSTALLATION OF CIPP

1. CIPP installation shall be in accordance with ASTM F1216, Section 7 or ASTM F1743, Section 6, with the following modifications:

    i. Resin impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin

during installation through cracks and irregularities in the original pipe wall, as applicable.

ii. Tube insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

iii. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

iv. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

v. Reinstatement of branch connections: It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by CCTV. Unless otherwise directed by the Owner, all laterals will be reinstated. No additional payments will be made for excavations for the purpose of reopening connections.

G. MAINTENANCE OF TRAFFIC (MOT):

1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.

2. The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the property or business owner.

3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety* Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall

prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

H. LOCATES: Contractor responsible for all utility locates.

I. ISOLATION AND BYPASS OPERATIONS:

a) Contractor shall be solely responsible for all isolation and bypass operations under all conditions. The contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system users while maintenance of construction operations (including rehabilitation, repair or replacement) are facilitated on the segments being bypassed and/or from which flow is being diverted by:

1. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.

2. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.

3. Ensure an emergency backup plan is smoothly implemented in the event of system failure.

4. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm sewers and water ways while flow bypass or diversion pumping takes place, and

5. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

6. Coordinating with Owner for modifying the operations plan, which may include temporary suspension of pump station operations or performing work during periods of low flow.

7. Tanker trucks, if necessary and only when approved by Owner, which will be the responsibility of the Contractor.

b) Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is complete, flow shall be returned to the sewer and all temporary equipment removed.

c) When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic and/or deputy shall comprehensively, methodically and continuously:

1. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.

2. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.

3. Check the integrity of hoses and couplings along the entire bypass/diversion system.

4. Monitor lubrication levels and top off as necessary.

5. Facilitate minor repairs as required.

6. Report to Owner on problems arising.

d) The contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The contractor shall be entirely liable for damages to private or public property that may result from his/her operation and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

e) In the event of accidental overflow or spillage, the contractor shall immediately stop the overflow and take action to clean up and disinfect the spillage. The Owner shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

Should fines be subsequently imposed as a direct result of the overflow or spillage and the contractor is deemed to be entirely responsible, the contractor shall pay such fines as are imposed by the authorities. The Owner shall pay no fine(s) where is it shown the contractor was entirely responsible for any overflow or spillage.

f) Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

J. WORK PRODUCT SUBMITTALS:

a) Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and accepted no less than two weeks prior to execution of the work. The contractor is not to mobilize prior to acceptance of the pumping plan.

b) Videotaping: Contractor is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project.

K. SITE RESTORATION:

1. The contractor shall restore the work site(s) on a daily basis where practical. All obstruction shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

2. Site Restoration shall be performed in accordance with the following Sections:

- Section 02140 Dewatering
- Section 02221 Trenching, Backfilling and Compacting
- Section 02370 Erosion and Sediment Control
- Section 02750 Removing and Replacing Pavement
- Section 02767 Sanitary Sewer Service Lateral Rehabilitation
- Section 02936 Grassing, Seeding or Sodding.

L. WARRANTY:

a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five-year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.

b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.

c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.

END OF SECTION 02766

SECTION 02767

SANITARY SEWER SERVICE LATERAL REHABILITATION

PART 1 - GENERAL

A. SUMMARY

It is the intent of this portion of the specification to provide for the re-construction of 4-inch through 6-inch diameter service laterals and connections in 8" through 24" mainline pipes, normally without excavation, by the installation of a one-piece resin impregnated, flexible, non-woven felt tube installed into the existing lateral connection utilizing a pressure apparatus positioned in the mainline pipe. Curing shall be accomplished by use of ambient cure resin or other approved method to cure the resin into a hard impermeable cured-in-place pipe (CIPP) liner. When cured, the liner shall have a watertight connection seal at the mainline and extend over the length of the service lateral in a continuous one-piece structural pipe-within-a-pipe.

B. QUALIFICATIONS OF CONTRACTOR

The contractor or subcontractor performing the work of this section shall be employees of the company manufacturing the CIPP Lateral Lining system components, or shall be licensed by the system manufacturer. The Manufactured System must have a minimum of a five (5) year history of satisfactory performance with a minimum of 30,000 CIPP lateral installations. The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

C. RELATED SECTIONS

a. Section 02140 - Dewatering
b. Section 02221 – Trenching, Backfilling and Compacting
c. Section 02370 – Erosion and Sedimentation Control
d. Section 02750 – Removing and Replacing Pavement
e. Section 02936 – Grassing, Seeding, or Sodding.

D. ACTIVITIES INCLUDED

a. Bypass pumping
b. Pipe cleaning

c. Closed circuit television (CCTV) inspection
d. Liner installation
e. Cleanout assembly installation
f. Site restoration.

E. REFERENCES

a. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
    i. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
    ii. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
    iii. ASTM D5813 - Standard Specification for Cured In Place Thermosetting Resin Sewer Piping Systems.

F. SUBMITTALS

a. Product data
    i. Resin
        1. Long term test creep data confirming the resin system's 50-year design life in accordance with ASTM D2990.
        2. Chemical Resistance per ASTM F1216
        3. Certificate of Compliance with ASTM F1216
        4. Material Safety Data Sheets (MSDS)

    ii. Liner
        1. Certificate of Compliance in accordance with ASTM F1216
        2. Certificate of Compliance in accordance with ASTM F1743 for pull-in-place tubes.

b. CIPP wall thickness design calculations (for lateral liner) in accordance with ASTM F1216.

PART II - PRODUCTS

A. MATERIALS

a. GENERAL REQUIREMENTS:

    i. Tube and resin will meet the requirements of ASTM F1216, F1743 and D5813.

    ii. In industrial areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be

analyzed for chemical content. This analysis shall be supplied to the Installer for his information.

b. CIPP LATERAL MATERIALS:

i. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion. The liner shall be a one piece joint-less polyester felt tube that will create a watertight seal at the mainline interface.

ii. The minimum length shall be 36 inches (3 feet) to effectively span the distance from the lateral connection at the main or to the desired termination location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of a cleanout or property line. Lateral lining will be accomplished without a cleanout when possible. In the event a cleanout is required to complete the lining of the lateral, the Contractor is responsible for including the costs associated with the installation of the cleanout in his bid price for lateral lining.

When required, an overlap method is performed with a pull-in-process installation from a cleanout or access point back to the main. In either case, the lateral liner must provide a watertight seal at the mainline and a structural repair of the lateral over the specified length. The Installer shall verify the lengths in the field before impregnation of the resin.

iii. Unless otherwise specified, the Installer shall furnish a specially designed, unsaturated, Polyester or Vinylester resin catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

c. PHYSICAL STRENGTH:

i. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.

ii. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The

design method shall be submitted to the Engineer for approval prior to the pre-bid conference.

iii. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

PROPERTY	ASTM	RESULTS
Flexural Stress	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi

B. APPROVED MANUFACTURERS/PRODUCTS:

a. BLD "Service Connection Seal + Lateral" of BLD Services, LLC
b. or pre-approved equal.
c. Cleanout assemblies in accordance with Exhibits 1 and 2 included at the end of this section.

PART III - EXECUTION

A. INSTALLATION PREPARATIONS:

a. Access – If the Contractor requires access through a cleanout or access pit to complete the lateral lining, the costs associated with the cleanout or access pit will be the responsibility of the Contractor and must be included within the Lateral CIPP Lining bid item. If a cleanout already exists or is required by the Owner, it shall be constructed of materials which provide a four inch (4") minimum diameter circular opening, if service lateral is six inch (6") than a six inch minimum diameter opening is required.

b. Safety – The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.

c. Cleaning of Sewer Line – The intent of this specification is for cleaning of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be cleaned using industry standard cleaning heads that can be launched from the mainline then a cleanout will be required and considered changed conditions. The laterals shall be cleaned a sufficient length to ensure the specified length of sewer is ready for lining. It shall be the responsibility of the Installer to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.

d. Installation of Cleanout – If required by field conditions, a cleanout will be installed in accordance with Exhibit 1 and Exhibit 2 at the end of this section.

e. Inspection of Pipelines – It is the intent of this specification for inspection of

the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be inspected using industry standard inspection equipment that can be launched from the mainline then a cleanout will be required and considered changed conditions. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A USB drive or archive quality DVD and suitable log shall be kept for later reference by the Owner. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

f. Bypassing Sewage – The Installer, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. It is assumed that flows in the lateral specified for lining will not require bypass pumping.

g. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using their services during the period of installation. Notification will be distributed to impacted residents 24 hours in advance of the lateral liner installation.

h. Line Obstructions – If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, as in solids, dropped joints or collapsed pipe then the Installer shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be accepted in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

i. In the case of lined mainline pipes, the lateral connection specified for rehabilitation shall be reinstated to 100% of its original size to accept the CIPP lateral.

B. INSTALLATION OF LATERAL LINING

a. The Installer shall designate a location where the liner will be vacuum impregnated prior to installation. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.

b. The wet-out liner shall be loaded inside a pressure apparatus above ground and

utilizing a hydrophilic sealant (or equivalent) on the backside of the connection to enhance a watertight seal. Also, a two-part 100% solid epoxy (reference ASTM C-881) or a Silicate Resin shall be applied to the lateral interface to enhance adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe to the cleanout/access point or "Right of Way" point. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the tube.

c. Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the Installer shall supply a suitable heat source and recirculation equipment. The equipment shall be capable of delivering the approved heating medium throughout the section to the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

d. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing air/steam or water supply. Fluid temperature in the line during the cure period shall be recommended by the resin manufacturer. **NOTE: No UV cure systems will be allowed.**

e. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and/or the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.

f. Cool-down – The Installer shall cool the hardened CIPP to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.

g. Finish – The finished CIPP shall be a watertight connection seal at the mainline and extend continuous over the entire length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one piece structural pipe-within-a-pipe shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.

h. Testing – For every 50 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.

i. During the warranty period, any defects which will affect the integrity or strength of the CIPP liner shall be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.

j. After the work is completed, the Installer will provide the Owner with a USB or archive quality DVD showing the completed work including the restored conditions. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

C. SITE RESTORATION

a. Upon acceptance of the installation work, the Installer shall reinstate the project area affected by his operations.

b. Site Restoration shall be in accordance with the following related specifications:

i. Section 02140 - Dewatering
ii. Section 02221 – Trenching, Backfilling and Compacting
iii. Section 02370 – Erosion and Sedimentation Control
iv. Section 02750 – Removing and Replacing Pavement
v. Section 02936 – Grassing, Seeding, or Sodding.

D. MEASUREMENT and PAYMENT:

a. Measurement for the work for the Lateral CIPP Lining included in this section will be in accordance with the units set forth in the proposal. Unit prices shall include all labor, materials and equipment required to complete the work as specified. The unit prices shall also include mobilization (except for emergency response), demobilization, CCTV prior to and after lining, lateral cleaning, and bypass pumping of mainline flow.

b. Measurement for installation of a cleanout will be per cleanout and will include all labor and materials to install the cleanout.

c. Measurement for Site Restoration work will be measured as set forth in the applicable related site restoration specifications listed above.

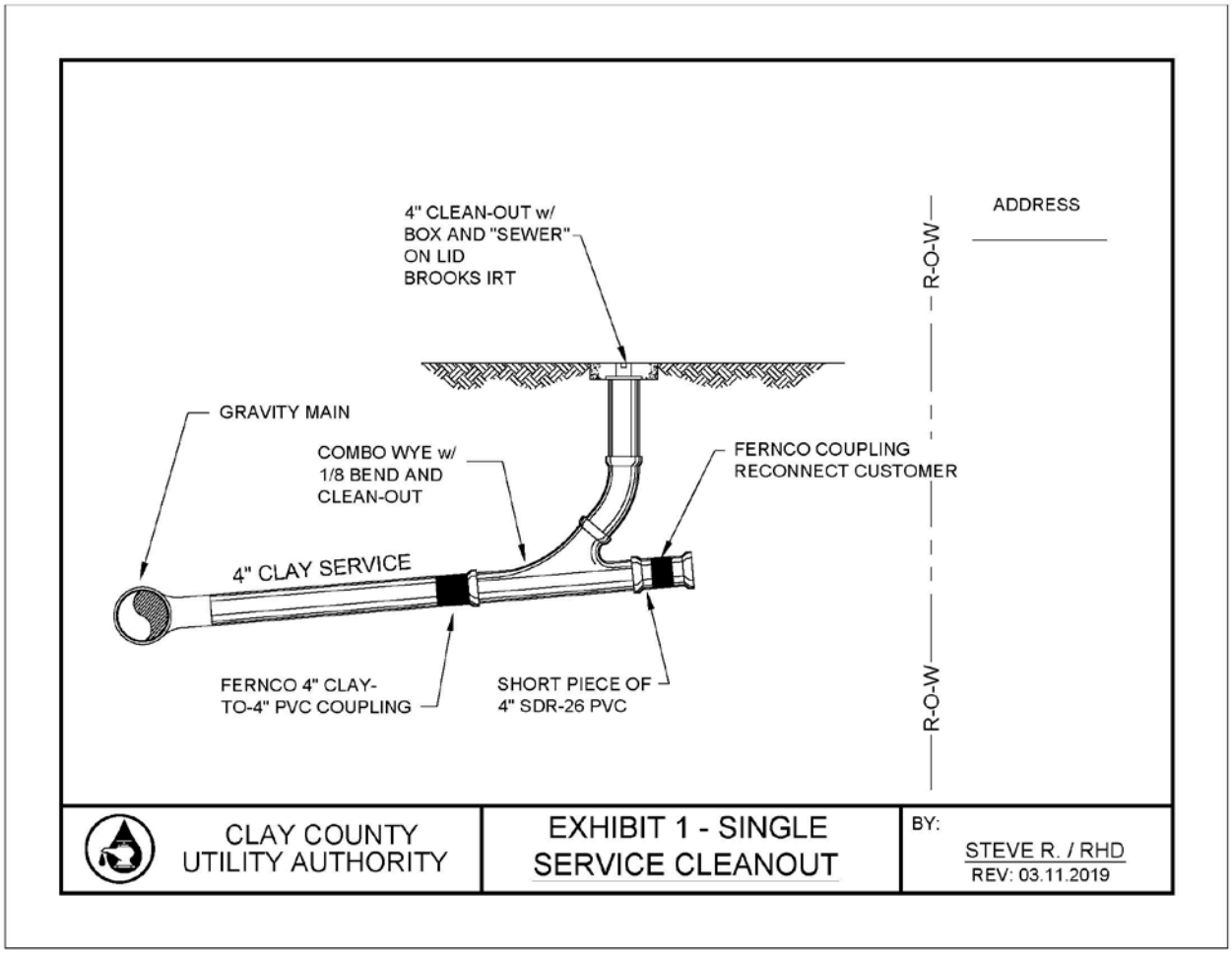
d. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.

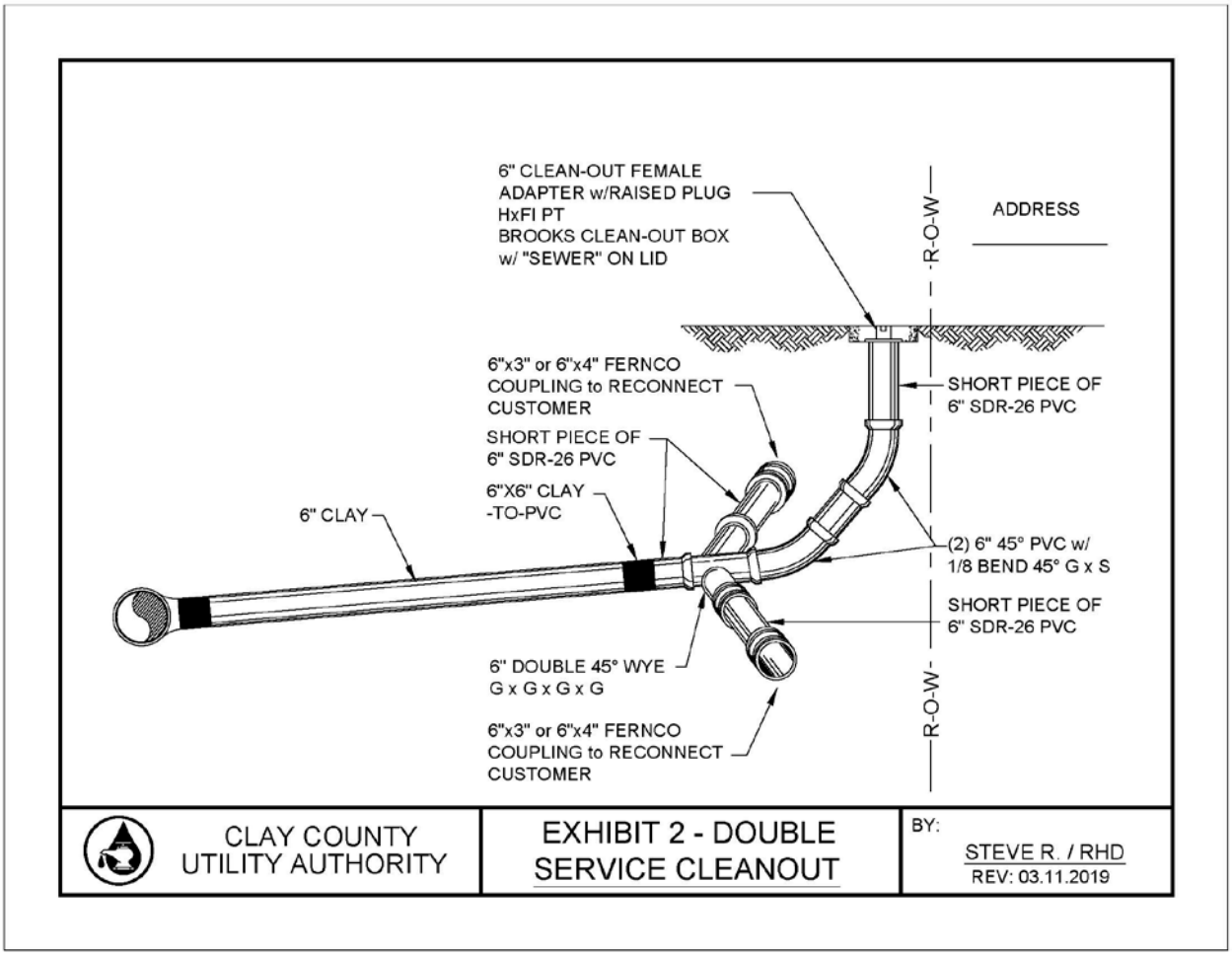
E. WARRANTY:

a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.

b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.

c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.


4" CLEAN-OUT w/
BOX AND "SEWER"
ON LID
BROOKS IRT
ADDRESS
R-O-W
GRAVITY MAIN
COMBO WYE w/
1/8 BEND AND
CLEAN-OUT
FERNCO COUPLING
RECONNECT CUSTOMER
4" CLAY SERVICE
FERNCO 4" CLAY-
TO-4" PVC COUPLING
SHORT PIECE OF
4" SDR-26 PVC
R-O-W
CLAY COUNTY
UTILITY AUTHORITY
EXHIBIT 1 - SINGLE
SERVICE CLEANOUT
BY:
STEVE R. / RHD
REV: 03.11.2019


6" CLEAN-OUT FEMALE
ADAPTER w/RAISED PLUG
HxFI PT
BROOKS CLEAN-OUT BOX
w/ "SEWER" ON LID
R-O-W
ADDRESS
6"x3" or 6"x4" FERNCO
COUPLING to RECONNECT
CUSTOMER
SHORT PIECE OF
6" SDR-26 PVC
SHORT PIECE OF
6" SDR-26 PVC
6"X6" CLAY
-TO-PVC
6" CLAY
(2) 6" 45° PVC w/
1/8 BEND 45° G x S
SHORT PIECE OF
6" SDR-26 PVC
6" DOUBLE 45° WYE
G x G x G x G
6"x3" or 6"x4" FERNCO
COUPLING to RECONNECT
CUSTOMER
R-O-W
CLAY COUNTY
UTILITY AUTHORITY
EXHIBIT 2 - DOUBLE
SERVICE CLEANOUT
BY:
STEVE R. / RHD
REV: 03.11.2019

END OF SECTION

SECTION 02768

MANHOLE AND LIFT STATION WETWELL REHABILITATION

PART I – GENERAL

A. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for repairing, adjusting, modifying, or installing a specialty coating or lining for the interior surfaces of manholes and lift station wet wells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

D. COVERAGE:

The lining/coating shall cover all concrete surfaces within the wet well or manhole including the adjustment ring area.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA will require the contractor to perform work outside of the normal work schedule. These operational and manpower limitation, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA's customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SHOP DRAWING SUBMITTALS:

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at

any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. INTERIOR MANHOLE/LIFT STATION WETWELL COATING

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all necessary labor, materials, equipment and tools as required for a complete installation. This liner material shall provide a corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide.

2. PROPERTIES:

The lining system to be utilized shall be 100% calcium aluminate cement with 100% calcium aluminate aggregate and with the following minimum performance parameters:

PARAMETER	12 HRS	24 HRS	7 DAYS	28 DAYS
Compressive Strength, psi (ASTM C945)	>6000	>7000	>9000	>9000
Flexural Strength, psi (ASTM C293)	>1000	>1300	>1400	>1400
Shrinkage at 90% Humidity (ASTM C596)		>0.02	>0.04	>0.06
Freeze/Thaw after 300 Cycles (ASTM C666)	No Damage	No Damage	No Damage	No Damage
Tensile Strength (ASTM C900 modified)	200 – 300 psi Tensile Strength			
Air Void Content 7 Days (ASST. C457)	3%			
Specific Gravity/Absorption Test 7 Days (ASTM C642)	4-5%			

3. MATERIALS:

Mortar furnished under this specification shall be pre-packaged mortar, including all cement, aggregate, and any required admixtures or fibers. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce a mortar suitable for pneumatic application. Typical package weights shall not be less than 50 pounds. Coating shall be 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

B. COATING/LINING REPAIR

Coating or lining repair for a wetwell or manhole will be performed with 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

C. MANHOLE ADJUSTMENT

Materials for manhole adjustment shall be in accordance with CCUA Standard Materials for the following:

a. Adjustment rings
b. Cone or riser section
c. Manhole frame and cover
d. Invert replacement
e. Inside drop system.

D. STOP LEAK REPAIR

CCUA approved products for leak repair include Hyperform by Quadex, Quad-Plug™ by Quadex, Seal Guard II, Avanti AV 202 Multigrout, and Parson Seal-Tite. All other products must be pre-approved by CCUA before installation.

PART III – EXECUTION

A. CEMENTITIOUS BARRIER

1. INSTALLATION:

1.1 High pressure water or sand spray blasting equipment shall remove all deteriorated concrete, (minimum of 3500 psi), hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be a cleaned, exposed and virgin

concrete aggregate ready for rehabilitation material. The blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.

1.2 After completion of surface preparation, blasting phase, perform the following seven point checklist, which is the inspection for:

1.2.1 Leaks
1.2.2 Cracks
1.2.3 Holes
1.2.4 Exposed Rebar
1.2.5 Ring and Cover Condition
1.2.6 Invert Condition
1.2.7 Inlet and Outlet Pipe Condition

1.3 After the defects in the structure have been identified, repair all leaks with a chemical or hydraulic sealant designed for use in field sealing of ground water. Severe cracks shall be repaired using a urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or Owner approved alternate method.

1.4 Materials shall be sprayed applied by either a wet gunning (low pressure spray) or dry gunning (shotcrete) method and shall conform to the "Suggested Manufacturer Procedures" document as supplies by the manufacturer. The equipment shall be clean and free of any hydrated or unhydrated Portland Cement to prevent acceleration of SewperCoat. To ensure a good bond, the newly blasted surface shall be thoroughly moistened with water prior to application. The material shall be applied in one or more layers to such total thickness as required. A minimum of one-half inch shall be applied. After spraying, the material shall be brushed or trowel finished. A moist curing environment is typically activated by replacing the manhole lid cover. If not, a heavy application of curing compound shall be applied.

B. LEAK REPAIR

The work on some manholes/wetwells will include appling a dry quick-setting material designed to instantly stop running water or seepage. Installation of leak-stop materials shall be in accordance with manufacturer's recommendations and the following minimum specifications:

1. The area to be repaired must be clean and free of all debris per the guidelines set forth elsewhere in these specifications.
2. Once cleaned, prepare crack or hole by chipping out loose material.

3. Apply the dry quick-setting material to the active leak, per the manufacturer's recommendations.

C. MAINTENANCE OF TRAFFIC (MOT):

1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.

2. The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the property owner or business.

3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety* Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

D. CONSTRUCTION VIDEO AND PHOTOGRAPHS

Contractor is responsible for documenting pre-existing site conditions in accordance with Section 01320 Construction Video and Photographs.

E. BYPASS PUMPING

1. The Contractor is responsible for the setup, installation, operation and maintenance of bypass pumping operations as required.

2. The Contractor shall prepare and submit a bypass pumping plan for each work area. The plan should detail the sequence of manhole rehabilitation system installations, plug locations, suction manholes, discharge manholes, pump size and pump locations. The plans should include preferred lane closures, if necessary.

END OF SECTION

SECTION 02769

TREATMENT PLANT WETWELL REHABILITATION

PART I – GENERAL

A. DESCRIPTION

The work described within details a complete program for wastewater treatment plant wetwell rehabilitation and lining. This specification details the methods, procedures, materials and equipment required to produce "A Total Lining System for Wastewater Structures". The completed system will provide a corrosion resistant liner that restores the surface profile and eliminates water infiltration and exfiltration.

B. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for installing a specialty coating or lining for the interior surfaces of wastewater treatment plant wetwells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA may require the contractor to perform work outside of the normal work schedule. These operational and manpower limitations, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA's customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SUBMITTALS:

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. Polyurethane/Modified Polymer Barrier

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all the necessary materials, equipment and tools as required for a completed installation. Coating shall be SpectraShield as manufactured by CCI Spectrum, Inc., or CCUA pre-approved equal. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration. To ensure total unit responsibility, all materials and installation thereof shall be furnished by, and coordinated with, one supplier/manufacturer.

2. MATERIALS AND EQUIPMENT:

2.1 The materials to be utilized in the lining of concrete structures shall be designed and manufactured to withstand the sever effects of hydrogen sulfide in a wastewater environment.

2.2 Abrasive blasting equipment should be suited to completed remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Contaminant unit to capture spent abrasive materials shall be provided unless otherwise approved by the owner.

2.3 Equipment for installation of lining materials shall be high quality grade as

recommended by the manufacturer.

2.4 The lining system to be utilized shall be a multi-component stress panel liner system as described below:

2.4.1 Liner:

Installation	Liner
a. Moisture Barrier	Modified Polymer (Silicone modified polyurea)
b. Surfacer	Polyurethane/Polymeric Blend Foam
c. Final Corrosion Barrier	Modified Polymer (Silicone modified polyurea)

2.4.2 Moisture barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.3 Surfacer: Polyurethane/polymeric blend foam shall be 100% CFC/HCFC free, low viscosity, two component, fire resistant, rigid structural filler.

2.4.4 Final Corrosion Barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.5 Total thickness of multi-component stress panel liner shall be a minimum of 500 mils and shall sustain a 300 PSI pull test.

PART III – EXECUTION

A. SURFACE PREPARATION:

1. Abrasive blasting equipment shall remove all deteriorated concrete, hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be cleaned, exposed and virgin concrete aggregate ready for rehabilitation material. Abrasive blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.

2. After completion of surface preparation, blasting phase, perform the seven-point checklist, which is the inspection for:

2.1 Leaks
2.2 Cracks
2.3 Holes
2.4 Exposed Rebar
2.5 Ring and Cover Condition
2.6 Invert Condition
2.7 Inlet and Outlet Pipe Condition

3. After the defects in the structure have been identified, repair all leaks with grout designed for use in field sealing of ground water. Severe cracks shall be repaired using urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, grout or Owner approved alternate method.

4. Prior to installation of final liner material, if required, re-blast the entire structure and remove all abrasive materials.

B. MATERIAL INSTALLATION:

1. The limits of the corrosion protection system shall be all exposed concrete surfaces including walls, tap sections, risers, etc., unless otherwise approved by the Owner.

2. Application of multi-component system shall be in strict accordance with the manufacturer's recommendations. Final installation shall be a minimum thickness of 500 mils. A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.

3. Provide final written report to Owner detailing the location, date of report, and description of repair or original installation.

4. Inspection and repairs: Final concrete structure corrosion protection system shall be completely free of pinholes or voids. Entire exposed concrete surface shall be protected with corrosion protection system. Liner thickness shall be the minimum thickness described above. All defects identified during inspection such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.

END OF SECTION

SECTION 02936

GRASSING, SEEDING OR SODDING

PART 1- GENERAL

1.1 Scope of Work

A. The work specified in this section consists of establishing a stand of grass within the areas called for and maintaining such areas until completion and final acceptance of the project. The methods specified herein are grassing by seeding and grassing by sodding.

1.3 Submittals

A. Seed mix: Manufacturer's warranted analysis for percentages of mixture, purity, and germination
B. Sod: State certification of origin and health of sod; sod supplier's recommended fertilizer application rates
C. Fertilizer: Manufacturer's literature and data describing NPK ratio and recommended application rates
D. Soil test results to determine fertilizer need.
E. Watering Plan
F. Mulch type.

PART 2 - PRODUCTS

2.1 Fertilizer

All fertilizer shall comply with state laws and regulations and shall be fully labeled at the time of delivery to the job site. For bidding purposes, the fertilizer shall be considered 10-10-10 which has a chemical analysis as follows:

Total nitrogen:	not less than 10%
Available phosphoric acid:	not less than 10%
Water-soluble potash:	not less than 10%.

Actual nutrients of fertilizer to be applied will be as determined by soil test results.

2.2 Seed Mixture

A. Seed Mixture
Unless other types of seed are called for, seed shall be selected to match in situ varieties and seasons variations free of weeds and pest. Seed which has become wet

or moldy shall not be used. Seed shall have a minimum active germination of 40 percent and a total germination of 85 percent.

B. Certification of Seed

All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable state and local laws. The Contractor shall submit to the Owner a certification tag for each type of seed used prior to sowing of seed. The certification tag shall have the following information:

1. Grass Type and Variety

2. Percent of Inert Matter

3. Germination Percentage

4. Percent of Weed Seed.

2.3 Sod

Sod shall be St. Augustine Floratam, Argentine Bahia, Centipede, or Bermuda, selected to match in situ varieties. In FDOT right-of-way, Bermuda sod shall be used. Sod shall be well-matted with roots and be free of weeds and pests. Where sodding will adjoin or be in sufficiently close proximity to private lawns, sod shall match type and variety of the affected property owners and acceptable to the Owner.

A. The sod shall be taken up in commercial-size rectangles, or rolls. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sources of the sod may be inspected and acceptable to the Owner prior to being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

B. Aceptable devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native root soil intact.

2.4 Mulch: The mulch shall consist of Milet, Rye, or Bahia straw. Other types of mulch may be used only when acceptable to the Owner.

PART 3 - EXECUTION

3.1 Preparation of Ground

Final grading and cleaning shall be completed prior to the preparation of ground for grassing. The areas to be grassed shall be scarified or loosened to a depth of at least six (6) inches. All areas shall be smooth and free of large clods, roots and other materials which may interfere with the work or future mowing and maintenance operation. No subsequent operations shall be commenced until the Owner has accepted the condition of prepared areas.

3.2 Fertilizing

Commercial fertilizer shall be spread uniformly over the area to be grassed by machine spreading at the rate recommended by manufacture, soil needs, and grassing. Immediately after the fertilizer is spread, it shall be raked and thoroughly mixed with the soil to a depth of approximately two inches.

3.3 Grassing by Seeding

When called for in the plans or special conditions, grass seed shall be furnished and placed in the areas to be grassed and maintained to assure a healthy stand of grass.

A. Placement of Seed

Seeding shall be done immediately after fertilizing, while the soil is still loose and moist. Four (4) foot wide sod strips shall be placed along and around edge of pavement, buildings, tanks, manholes, ditches, swales, and ponds prior to seeding. The seed shall be scattered uniformly over the area to be grassed by a mechanical hand spreader or other approved type of spreader. The rate of spreading shall as recommended by the supplier and sufficient for the establishment of permanent and total grass coverage unless otherwise designated.

B. Mulch

Immediately after completion of seeding, dry mulch shall be uniformly applied over the seeded area approximately two (2) inches, loose thickness. The mulch shall then be cut uniformly into the soil so as to produce a loose mulched thickness of three (3) to four (4) inches and rolled with a cultipacker, traffic roller or other suitable equipment. Mulch shall be suitable to promote the grown and establishment of the grass seed free of weeds or foreign material. After seeding and mulching is completed, the entire area shall be watered so as to provide optimum growth conditions for establishment of the grass.

3.3 Grassing by Sodding

When called for in the plans and special conditions, grass sod shall be furnished and placed in the areas to be grassed and shall be maintained to assure a healthy stand of grass.

A. Placement of Sod

Sod shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Owner after their careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an aacceptable manner and maintained properly moistened.

1. Sodding shall not be performed when weather and soil conditions are, in the Owner's opinion, unsuitable for proper results.

2. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools or rolled with approved rollers.

3. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed six (6) inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces shall be tamped so as to produce a featheredge effect.

4. On areas where the sod may slide, due to height or slope, pegs driven through the sod blocks into firm earth, at suitable intervals shall be used and included in the contractors lump sum cost. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work at no extra cost to the Owner.

B. Certification of Sodding Materials

The Contractor shall comply with all current restrictions in regard to movement of sod, into or within areas which are outside of QUARANTINE BOUNDARIES for the white fringed beetle and the imported fire ant, as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Service, United States Department of Agriculture. Prior to placement of sod, the Contractor shall submit to the Engineer a certification tag from each type of sod used stating the type and variety of sod and the date of cutting.

3.4 Watering of Grassed Areas

The grassed areas shall be watered for the duration of the contract so as to provide optimum growth conditions for the establishment of the grass at the Contractor's Expense. In no case, however, shall the period of maintaining such moisture be less than two weeks after planting. The water used may be obtained from an acceptable spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water SHALL NOT be used. The Contractor shall make all arrangements for obtaining and transporting water to the job site.

3.5 Maintenance of Grassed Areas

The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Owner, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily. If a planted area must be replanted due to the Contractor's negligence, carelessness, disease, or failure to provide routine maintenance of such area, such replacement shall be at the Contractor's expense.

END OF SECTION

SECOND RENEWAL OF CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
INSITUFORM TECHNOLOGIES, LLC.

THIS RENEWAL to the **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C-CIPP SANITARY SEWER LINING SYSTEM CONTRACT**, is made and entered into this 13th day of June, 2022, by and between the **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **INSITUFORM TECHNOLOGIES, LLC.** (the "Contractor"), a Missouri Company whose primary business address is 17988 Edison Avenue, Chesterfield, Missouri, 63005; registered to do business in the State of Florida. CCUA and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H

WHEREAS, CCUA and **INSITUFORM TECHNOLOGIES, LLC.** entered into that certain **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C- CIPP SANITARY SEWER LINING SYSTEM CONTRACT** as of June 18, 2019 (the "Original Agreement");

WHEREAS, CCUA and the Contractor entered into the First Renewal on June 18, 2020 (the "First Renewal");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and First Renewal by entering into this Second Renewal as set forth herein;

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

1. **DESCRIPTION OF CHANGES**

   a. Insituform Technologies, LLC. will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and the First Renewal.

   b. CCUA hereby consents to continuing the Original Agreement with Insituform Technologies, LLC.

   c. The term of the Original Agreement and First Renewal shall be extended to June 18, 2024. Both parties hereby acknowledge that this Agreement may be annually renewed upon mutual agreement of both Parties. Further, this Agreement is cancelable by either

the Authority or the Contractor upon submittal of sixty (60) days' notice of such intent to cancel.

d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on June 18, 2022.

2. MISCELLANEOUS

a. This Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

b. This Renewal, when executed by the Parties, shall be effective as of the date stated above. This Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Contractor understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.

c. This Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.

d. Except as amended and/or modified by this Renewal, the Original Agreement is hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this Renewal. Whether or not specifically amended by this Renewal, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Second Renewal, effective as of the date indicated above.



INSITUFORM TECHNOLOGIES, LLC.:

By: _____

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer

CLAY COUNTY UTILITY AUTHORITY:

By: _____

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: _____

Printed Name: Angelia Wilson

Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Insituform Technologies, LLC.
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT 'A'

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2020-2022 UNIT PRICE	2022-2024 UNIT PRICE	% INCREASE
A.	**Sanitary Sewer Line Clean and Inspection**				
1	**Light Cleaning (<1/4 diameter)**				
a.	4" diameter	LF	$2.20	$2.35	6.82%
b.	6"diameter	LF	$2.20	$2.35	6.82%
c.	8" diameter	LF	$1.80	$1.95	8.33%
d.	10" diameter	LF	$1.80	$1.95	8.33%
e.	12" diameter	LF	$2.20	$2.40	9.09%
f.	14" diameter	LF	$3.40	$3.65	7.35%
g.	18" diameter	LF	$5.60	$6.05	8.04%
h.	20" diameter	LF	$5.60	$6.05	8.04%
i.	24" diameter	LF	$7.80	$8.40	7.69%
2	**Tuberculation Cleaning**				
a.	4" diameter	LF	$22.30	$22.30	0.00%
b.	6"diameter	LF	$22.30	$22.30	0.00%
c.	8" diameter	LF	$20.10	$20.10	0.00%
d.	10" diameter	LF	$27.90	$27.90	0.00%
e.	12" diameter	LF	$27.90	$27.90	0.00%
f.	14" diameter	LF	$27.90	$27.90	0.00%
g.	18" diameter	LF	$27.90	$27.90	0.00%
h.	20" diameter	LF	$33.50	$33.50	0.00%
i.	24" diameter	LF	$33.50	$33.50	0.00%
3	**Root Removal**				
a.	4" diameter	LF	$8.90	$8.90	0.00%
b.	6"diameter	LF	$8.90	$8.90	0.00%
c.	8" diameter	LF	$8.90	$8.90	0.00%
d.	10" diameter	LF	$11.20	$11.20	0.00%
e.	12" diameter	LF	$11.20	$11.20	0.00%
f.	14" diameter	LF	$13.40	$13.40	0.00%
g.	18" diameter	LF	$17.90	$17.90	0.00%
h.	20" diameter	LF	$20.10	$20.10	0.00%
i.	24" diameter	LF	$20.10	$20.10	0.00%
4	**TV Pipe Inspection**				
a.	6"diameter	LF	$0.90	$0.95	5.56%
b.	8" diameter	LF	$0.90	$0.95	5.56%
c.	10" diameter	LF	$0.90	$0.95	5.56%
d.	12" diameter	LF	$1.90	$2.00	5.26%
e.	14" diameter	LF	$1.90	$2.00	5.26%
f.	18" diameter	LF	$1.90	$2.00	5.26%
g.	20" diameter	LF	$1.90	$2.00	5.26%
h.	24" diameter	LF	$2.80	$3.00	
5	**Clean & TV Inspection - Sewer Lateral**				
a.	Lateral Inspection 0' to 40'	EA	$307.20	$368.60	19.99%
b.	Additional Lateral Inspection >40'	LF	$11.20	$13.40	19.64%
B.	**Sanitary Sewer Rehabilitation**				
1	**Sanitary Sewer Lining**				
a.	**6" diameter**				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.		DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
	1	4.5mm nominal thickness (.177)	LF	$29.40	$34.30	16.67%
b.		**8" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$25.20	$30.00	19.05%
	2	7.5mm nominal thickness (.295)	LF	$27.50	$32.30	17.45%
	3	9.0 mm normal thickness (.354)	LF	$29.00	$33.80	16.55%
c.		**10" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$32.00	$38.10	19.06%
	2	7.5mm nominal thickness (.295)	LF	$34.60	$40.70	17.63%
	3	9.0 mm normal thickness (.354)	LF	$36.10	$42.20	16.90%
d.		**12" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$40.00	$48.90	22.25%
	2	7.5mm nominal thickness (.295)	LF	$43.00	$52.70	22.56%
	3	9.0 mm normal thickness (.354)	LF	$44.50	$54.60	22.70%
e.		**14" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$50.30	$61.20	21.67%
	2	7.5mm nominal thickness (.295)	LF	$53.70	$65.40	21.79%
	3	9.0 mm normal thickness (.354)	LF	$55.60	$67.90	22.12%
e.		**18" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$61.90	$73.80	19.22%
	2	7.5mm nominal thickness (.295)	LF	$66.40	$79.50	19.73%
	3	9.0 mm normal thickness (.354)	LF	$72.40	$87.10	20.30%
	4	10.5 mm nominal thickness (.413)	LF	$79.90	$96.50	20.78%
f.		**20" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$63.80	$74.00	15.99%
	2	7.5mm nominal thickness (.295)	LF	$69.80	$81.00	16.05%
	3	9.0 mm normal thickness (.354)	LF	$77.30	$88.50	14.49%
	4	10.5 mm nominal thickness (.413)	LF	$89.40	$103.70	16.00%
	5	12 mm nominal thickness (.472)	LF	$104.50	$122.50	17.22%
g.		**24" diameter**				
		9.0 mm normal thickness (.354)	LF	$96.30	$118.90	23.47%
		10.5 mm nominal thickness (.413)	LF	$103.80	$128.30	23.60%
		12 mm nominal thickness (.472)	LF	$114.40	$141.60	23.78%
		13.5 mm nominal thickness (.531)	LF	$131.00	$162.50	24.05%
		15 mm nominal thickness (.591)	LF	$150.60	$187.20	24.30%
2		**Sectional CIPP Lining**				
a.		**6" diameter**				
	1	3' in length	EA	$2,233.80	$2,233.80	0.00%
	2	4' in length	EA	$2,457.20	$2,457.20	0.00%
	3	6' in length	EA	$2,568.90	$2,568.90	0.00%
	4	8' in length	EA	$2,680.60	$2,680.60	0.00%
b.		**8" diameter**				
	1	3' in length	EA	$2,345.50	$2,345.50	0.00%
	2	4' in length	EA	$2,457.20	$2,457.20	0.00%
	3	6' in length	EA	$2,568.90	$2,568.90	0.00%
	4	8' in length	EA	$2,680.60	$2,680.60	0.00%
c.		**10" diameter**				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.		DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
	1	3' in length	EA	$2,568.90	$2,568.90	0.00%
	2	4' in length	EA	$2,680.60	$2,680.60	0.00%
	3	6' in length	EA	$2,904.00	$2,904.00	0.00%
	4	8' in length	EA	$3,015.70	$3,015.70	0.00%
d.		**12" diameter**				
	1	3' in length	EA	$2,792.30	$2,792.30	0.00%
	2	4' in length	EA	$2,904.00	$2,904.00	0.00%
	3	6' in length	EA	$3,015.70	$3,015.70	0.00%
	4	8' in length	EA	$3,127.40	$3,127.40	0.00%
e.		**14" diameter**				
	1	3' in length	EA	$2,792.30	$2,792.30	0.00%
	2	4' in length	EA	$2,904.00	$2,904.00	0.00%
	3	6' in length	EA	$3,015.70	$3,015.70	0.00%
	4	8' in length	EA	$3,127.40	$3,127.40	0.00%
f.		**18" diameter**				
	1	3' in length	EA	$3,015.70	$3,015.70	0.00%
	2	4' in length	EA	$3,127.40	$3,127.40	0.00%
	3	6' in length	EA	$3,239.00	$3,239.00	0.00%
	4	8' in length	EA	$3,462.40	$3,462.40	0.00%
g.		**20" diameter**				
	1	3' in length	EA	$3,127.40	$3,127.40	0.00%
	2	4' in length	EA	$3,239.00	$3,239.00	0.00%
	3	6' in length	EA	$3,350.70	$3,350.70	0.00%
	4	8' in length	EA	$3,462.40	$3,462.40	0.00%
h.		**24" diameter**				
	1	3' in length	EA	$4,356.00	$4,356.00	0.00%
	2	4' in length	EA	$4,467.70	$4,467.70	0.00%
	3	6' in length	EA	$4,579.30	$4,579.30	0.00%
	4	8' in length	EA	$4,691.00	$4,691.00	0.00%
3		**Lateral CIPP Lining**				
a.		**Top Hat up to 36"**				
	1	4" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	2	6" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	3	8" lateral connection	EA	$2,485.10	$3,026.80	21.80%
b.		**Full Wrap - up to 36"**				
	1	4" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	2	6" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	3	8" lateral connection	EA	$2,485.10	$3,026.80	21.80%
c.		**Lateral Lining 0 - 40'**	EA	$1,563.70	$1,904.30	21.78%
d.		**Additional Lateral Lining >40'**	LF	$83.80	$102.80	22.67%
e.		**Lateral Cutout & Polish**	EA	$160.00	$175.00	9.38%
f.		**Lateral Grout**	EA	$360.00	$400.00	11.11%
4		**Cleanout Installation**				
a.		4" cleanout	EA	$1,675.40	$1,675.40	0.00%
b.		6" cleanout	EA	$1,787.10	$1,787.10	0.00%
c.		8" cleanout	EA	$1,898.80	$1,898.80	0.00%

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
5	**Site Restoration**				
a.	Concrete	SF	$27.90	$27.90	0.00%
b.	Paver Removal and Replacement	SF	$55.80	$55.80	0.00%
c.	Sodding	SF	$4.50	$4.50	0.00%
d.	Seeding and Mulching	SF	$3.40	$3.40	0.00%
6	**Dewatering**	LF	$22.30	$22.30	0.00%
7	**Erosion and Sediment Control**	LF	$2.20	$2.20	0.00%
8	**Tanker Truck for Bypass (Daily Rate)**	EA	$2,792.30	$3,900.00	39.67%
C.	**Maintenance of traffic**				
a.	Traffic Control-MOT Index 601 or 602 (per day)	LS	$368.60	$405.60	10.04%
b.	Traffic Control-MOT Index 603 or higher (per da	LS	$1,228.60	$1,452.00	18.18%
c.	Traffic Control-MOT Index 601 or 602 (per week	LS	$1,842.90	$2,027.20	10.00%
d.	Traffic Control-MOT Index 603 or higher (per we	LS	$6,143.00	$7,259.90	18.18%
D.	**Administration**				
a.	Emergency Response Mobilization	EA	$4,500.00	$4,700.00	4.44%
b.	Construction Video and Photography	EA	$1,116.90	$1,116.90	0.00%
E.	**Bonds**				
a.	Contract Performance and Payment	%	1.50%	1.50%	

EXHIBIT 'A'

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2020-2022 UNIT PRICE	2022-2024 UNIT PRICE	% INCREASE
A.	**Sanitary Sewer Line Clean and Inspection**				
1	**Light Cleaning (<1/4 diameter)**				
a.	4" diameter	LF	$2.20	$2.35	6.82%
b.	6"diameter	LF	$2.20	$2.35	6.82%
c.	8" diameter	LF	$1.80	$1.95	8.33%
d.	10" diameter	LF	$1.80	$1.95	8.33%
e.	12" diameter	LF	$2.20	$2.40	9.09%
f.	14" diameter	LF	$3.40	$3.65	7.35%
g.	18" diameter	LF	$5.60	$6.05	8.04%
h.	20" diameter	LF	$5.60	$6.05	8.04%
i.	24" diameter	LF	$7.80	$8.40	7.69%
2	**Tuberculation Cleaning**				
a.	4" diameter	LF	$22.30	$22.30	0.00%
b.	6"diameter	LF	$22.30	$22.30	0.00%
c.	8" diameter	LF	$20.10	$20.10	0.00%
d.	10" diameter	LF	$27.90	$27.90	0.00%
e.	12" diameter	LF	$27.90	$27.90	0.00%
f.	14" diameter	LF	$27.90	$27.90	0.00%
g.	18" diameter	LF	$27.90	$27.90	0.00%
h.	20" diameter	LF	$33.50	$33.50	0.00%
i.	24" diameter	LF	$33.50	$33.50	0.00%
3	**Root Removal**				
a.	4" diameter	LF	$8.90	$8.90	0.00%
b.	6"diameter	LF	$8.90	$8.90	0.00%
c.	8" diameter	LF	$8.90	$8.90	0.00%
d.	10" diameter	LF	$11.20	$11.20	0.00%
e.	12" diameter	LF	$11.20	$11.20	0.00%
f.	14" diameter	LF	$13.40	$13.40	0.00%
g.	18" diameter	LF	$17.90	$17.90	0.00%
h.	20" diameter	LF	$20.10	$20.10	0.00%
i.	24" diameter	LF	$20.10	$20.10	0.00%
4	**TV Pipe Inspection**				
a.	6"diameter	LF	$0.90	$0.95	5.56%
b.	8" diameter	LF	$0.90	$0.95	5.56%
c.	10" diameter	LF	$0.90	$0.95	5.56%
d.	12" diameter	LF	$1.90	$2.00	5.26%
e.	14" diameter	LF	$1.90	$2.00	5.26%
f.	18" diameter	LF	$1.90	$2.00	5.26%
g.	20" diameter	LF	$1.90	$2.00	5.26%
h.	24" diameter	LF	$2.80	$3.00	
5	**Clean & TV Inspection - Sewer Lateral**				
a.	Lateral Inspection 0' to 40'	EA	$307.20	$368.60	19.99%
b.	Additional Lateral Inspection >40'	LF	$11.20	$13.40	19.64%
B.	**Sanitary Sewer Rehabilitation**				
1	**Sanitary Sewer Lining**				
a.	**6" diameter**				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.		DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
	1	4.5mm nominal thickness (.177)	LF	$29.40	$34.30	16.67%
b.		**8" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$25.20	$30.00	19.05%
	2	7.5mm nominal thickness (.295)	LF	$27.50	$32.30	17.45%
	3	9.0 mm normal thickness (.354)	LF	$29.00	$33.80	16.55%
c.		**10" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$32.00	$38.10	19.06%
	2	7.5mm nominal thickness (.295)	LF	$34.60	$40.70	17.63%
	3	9.0 mm normal thickness (.354)	LF	$36.10	$42.20	16.90%
d.		**12" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$40.00	$48.90	22.25%
	2	7.5mm nominal thickness (.295)	LF	$43.00	$52.70	22.56%
	3	9.0 mm normal thickness (.354)	LF	$44.50	$54.60	22.70%
e.		**14" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$50.30	$61.20	21.67%
	2	7.5mm nominal thickness (.295)	LF	$53.70	$65.40	21.79%
	3	9.0 mm normal thickness (.354)	LF	$55.60	$67.90	22.12%
e.		**18" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$61.90	$73.80	19.22%
	2	7.5mm nominal thickness (.295)	LF	$66.40	$79.50	19.73%
	3	9.0 mm normal thickness (.354)	LF	$72.40	$87.10	20.30%
	4	10.5 mm nominal thickness (.413)	LF	$79.90	$96.50	20.78%
f.		**20" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$63.80	$74.00	15.99%
	2	7.5mm nominal thickness (.295)	LF	$69.80	$81.00	16.05%
	3	9.0 mm normal thickness (.354)	LF	$77.30	$88.50	14.49%
	4	10.5 mm nominal thickness (.413)	LF	$89.40	$103.70	16.00%
	5	12 mm nominal thickness (.472)	LF	$104.50	$122.50	17.22%
g.		**24" diameter**				
		9.0 mm normal thickness (.354)	LF	$96.30	$118.90	23.47%
		10.5 mm nominal thickness (.413)	LF	$103.80	$128.30	23.60%
		12 mm nominal thickness (.472)	LF	$114.40	$141.60	23.78%
		13.5 mm nominal thickness (.531)	LF	$131.00	$162.50	24.05%
		15 mm nominal thickness (.591)	LF	$150.60	$187.20	24.30%
2		**Sectional CIPP Lining**				
a.		**6" diameter**				
	1	3' in length	EA	$2,233.80	$2,233.80	0.00%
	2	4' in length	EA	$2,457.20	$2,457.20	0.00%
	3	6' in length	EA	$2,568.90	$2,568.90	0.00%
	4	8' in length	EA	$2,680.60	$2,680.60	0.00%
b.		**8" diameter**				
	1	3' in length	EA	$2,345.50	$2,345.50	0.00%
	2	4' in length	EA	$2,457.20	$2,457.20	0.00%
	3	6' in length	EA	$2,568.90	$2,568.90	0.00%
	4	8' in length	EA	$2,680.60	$2,680.60	0.00%
c.		**10" diameter**				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.		DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
	1	3' in length	EA	$2,568.90	$2,568.90	0.00%
	2	4' in length	EA	$2,680.60	$2,680.60	0.00%
	3	6' in length	EA	$2,904.00	$2,904.00	0.00%
	4	8' in length	EA	$3,015.70	$3,015.70	0.00%
d.		**12" diameter**				
	1	3' in length	EA	$2,792.30	$2,792.30	0.00%
	2	4' in length	EA	$2,904.00	$2,904.00	0.00%
	3	6' in length	EA	$3,015.70	$3,015.70	0.00%
	4	8' in length	EA	$3,127.40	$3,127.40	0.00%
e.		**14" diameter**				
	1	3' in length	EA	$2,792.30	$2,792.30	0.00%
	2	4' in length	EA	$2,904.00	$2,904.00	0.00%
	3	6' in length	EA	$3,015.70	$3,015.70	0.00%
	4	8' in length	EA	$3,127.40	$3,127.40	0.00%
f.		**18" diameter**				
	1	3' in length	EA	$3,015.70	$3,015.70	0.00%
	2	4' in length	EA	$3,127.40	$3,127.40	0.00%
	3	6' in length	EA	$3,239.00	$3,239.00	0.00%
	4	8' in length	EA	$3,462.40	$3,462.40	0.00%
g.		**20" diameter**				
	1	3' in length	EA	$3,127.40	$3,127.40	0.00%
	2	4' in length	EA	$3,239.00	$3,239.00	0.00%
	3	6' in length	EA	$3,350.70	$3,350.70	0.00%
	4	8' in length	EA	$3,462.40	$3,462.40	0.00%
h.		**24" diameter**				
	1	3' in length	EA	$4,356.00	$4,356.00	0.00%
	2	4' in length	EA	$4,467.70	$4,467.70	0.00%
	3	6' in length	EA	$4,579.30	$4,579.30	0.00%
	4	8' in length	EA	$4,691.00	$4,691.00	0.00%
3		**Lateral CIPP Lining**				
a.		**Top Hat up to 36"**				
	1	4" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	2	6" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	3	8" lateral connection	EA	$2,485.10	$3,026.80	21.80%
b.		**Full Wrap - up to 36"**				
	1	4" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	2	6" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	3	8" lateral connection	EA	$2,485.10	$3,026.80	21.80%
c.		**Lateral Lining 0 - 40'**	EA	$1,563.70	$1,904.30	21.78%
d.		**Additional Lateral Lining >40'**	LF	$83.80	$102.80	22.67%
e.		**Lateral Cutout & Polish**	EA	$160.00	$175.00	9.38%
f.		**Lateral Grout**	EA	$360.00	$400.00	11.11%
4		**Cleanout Installation**				
a.		4" cleanout	EA	$1,675.40	$1,675.40	0.00%
b.		6" cleanout	EA	$1,787.10	$1,787.10	0.00%
c.		8" cleanout	EA	$1,898.80	$1,898.80	0.00%

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
5	**Site Restoration**				
a.	Concrete	SF	$27.90	$27.90	0.00%
b.	Paver Removal and Replacement	SF	$55.80	$55.80	0.00%
c.	Sodding	SF	$4.50	$4.50	0.00%
d.	Seeding and Mulching	SF	$3.40	$3.40	0.00%
6	**Dewatering**	LF	$22.30	$22.30	0.00%
7	**Erosion and Sediment Control**	LF	$2.20	$2.20	0.00%
8	**Tanker Truck for Bypass (Daily Rate)**	EA	$2,792.30	$3,900.00	39.67%
C.	**Maintenance of traffic**				
a.	Traffic Control-MOT Index 601 or 602 (per day)	LS	$368.60	$405.60	10.04%
b.	Traffic Control-MOT Index 603 or higher (per da	LS	$1,228.60	$1,452.00	18.18%
c.	Traffic Control-MOT Index 601 or 602 (per week	LS	$1,842.90	$2,027.20	10.00%
d.	Traffic Control-MOT Index 603 or higher (per we	LS	$6,143.00	$7,259.90	18.18%
D.	**Administration**				
a.	Emergency Response Mobilization	EA	$4,500.00	$4,700.00	4.44%
b.	Construction Video and Photography	EA	$1,116.90	$1,116.90	0.00%
E.	**Bonds**				
a.	Contract Performance and Payment	%	1.50%	1.50%	

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY (owner)

and Insituform Technologies, LLC (Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation
- Project No. 18/19-A7 - Part C - CIPP Sanitary Sewer Lining System

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority Bid No. 18/19-A7
Part C - CIPP Sanitary Sewer Lining System
The Owner shall furnish purchase orders for the authorization of work.

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed **by Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.

B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.

C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

(25% x increase cost of materials) + (75% x CPI index) = Total increase on a prices on the price schedules.

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: (25% x 10%) + (75% x 2%) = 4% increase (rounded to the nearest $0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

    a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching substantial completion of the Work; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.

B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.

C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.

D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.

E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.

F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.

G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.

H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list of failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statue thereto applies.

6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statue thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications as listed in the Table of Contents of the Project Manual.
7. Addenda (numbers 1 to 2, inclusive).
8. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid.

b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Order(s).

   d. Purchase Order(s) with accompanying performance and payment bonds.

   e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018

Charles R. Gordon
President

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 18, 2019 (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By: _____
Tom Morris, Executive Director

Attest: _____

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

CONTRACTOR:

Insituform Technologies, LLC

By: _____
Diane Partridge, Contracting and Attesting Officer

[CORPORATE SEAL]

Attest: _____
Janet Hass, Contracting and Attesting Officer

Address for giving notices:

17988 Edison Avenue
Chesterfield, MO 63005

License No. GCG1510306
(Where applicable)

Agent for service of process:
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

Designated Representative:

Name: Brandt Curvel
Title: Project Manager
Address: 6966 Business Park Blvd.
Jacksonville, FL 32256
Phone: (904) 838-0090
Facsimile: (904) 292-3198

CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY) 6/27/2023

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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : XL Insurance America, Inc. — 24554
INSURED 1347989 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005	**INSURER B :** ACE American Insurance Company — 22667
	INSURER C : ACE Fire Underwriters Insurance Company — 20702
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES INSTE02 **CERTIFICATE NUMBER:** 11807396 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	N	CGD300084908	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 2,000,000
A	[ ] CLAIMS-MADE [X] OCCUR			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Independt Contractor						MED EXP (Any one person)	$ 10,000
	X XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
B	**AUTOMOBILE LIABILITY**	N	N	ISA H10816166	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	[ ] DED [ ] RETENTION $							$ XXXXXXX
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		N	WLR C53501047 (AOS)	7/1/2023	7/1/2024	X PER STATUTE [ ] OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		SCF C53501163 (WI)	7/1/2023	7/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
C	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			(EXCLUDING MONOPOLISTIC)			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: SEWER REHABILITATION SERVICES AGREEMENT. CITY OF COCOA IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER

11807396
CITY OF COCOA
65 STONE STREET
COCOA FL 32922

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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CITY OF COCOA
65 STONE STREET
COCOA FL 32922

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 11807396

- Email: *stl-edelivery@lockton.com*
- Phone: *(866) 728-5657 (toll-free)*

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

Legislation Details (With Text)

File #:	23-721	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	11/9/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Approve an Amendment of a multi-year piggyback agreement for Surveying Services with Southeastern Surveying and Mapping Corp., based on the City of St. Cloud contract RFQ 2022-032. Authorize the City Manager to approve amendment or extensions to the agreement effective on June 29, 2023, and renew upon expiration of the initial term on September 30, 2023, through September 16, 2025. Authorize the City Manager to Adjust the FY24 Budget and approve Purchase Orders as needed, and within his Authority. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fully Executed Agreement - Southeastern Surveying and Maping Corp..pdf PARTIALLY EXECUTED 1st Amendment_Southeastern Surveying and Mapping Contract No RFWQ E-Verify Contractor Affidavit.pdf FULLY EXECUTED Standard Form for Piggyback Contract No. RFQ 2022-032.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2023
Agenda Date: November 14, 2023
Prepared By: Lucilene Ribeiro - Planner
Through: Stockton Whitten - City Manager
Requested Action:
Approve an Amendment of a multi-year piggyback agreement for Surveying Services with Southeastern Surveying and Mapping Corp., based on the City of St. Cloud contract RFQ 2022-032. Authorize the City Manager to approve amendment or extensions to the agreement effective on June 29, 2023, and renew upon expiration of the initial term on September 30, 2023, through September 16, 2025. Authorize the City Manager to Adjust the FY24 Budget and approve Purchase Orders as needed, and within his Authority.

BACKGROUND:

The Planning and Zoning Division from time to time requires the support of a qualified professional surveyor to perform land surveying services related to land use applications. Tasks such as reviews of proposed plats are needed to ensure compliance with state and local regulations.

To obtain these services, City staff is requesting to piggyback the City of St. Cloud contract RFQ 2022-032 with Southeastern Surveying an Mapping Corp. On June 29, 2023, the City Manager executed a piggyback agreement through September 30, 2023 for the remainder of fiscal year 2023

which was within his authority. City staff is now requesting the approval City Council to extend that agreement through the entire term of the St. Cloud contract through September 16, 2025. Furthermore, Staff is requesting that the City Manager be authorized to extend the agreement for two additional one-year terms with a final expiration of September 16, 2027 if desired.

Individual project specific task orders will be issued under this agreement. The City Manager may approve task orders within his purchasing authority. Any task orders which exceed the City Manager's purchasing authority will be presented to City Council for approval.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

This agenda item is to approve the final 2-year term of our existing Continuing Services Agreements. Budget adequacy will be reviewed as task orders are issued under these contracts.
Account: Contract Services
Account Number: 001-1104-515.34-00
Amount: Not to exceed the City Managers Signing Authority

PREVIOUS ACTION:

On June 29, 2023, the City Manager executed a piggyback agreement for the remainder of fiscal year 2023.

RECOMMENDED MOTION:

Approve an Amendment of a multi-year piggyback agreement for Surveying Services with Southeastern Surveying and Mapping Corp., based on the City of St. Cloud contract RFQ 2022-032. Authorize the City Manager to approve amendment or extensions to the agreement effective on June 29, 2023, and renew upon expiration of the initial term on September 30, 2023, through September 16, 2025. Authorize the City Manager to Adjust the FY24 Budget and approve Purchase Orders as needed, and within his Authority.

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RESOLUTION NO. 2022-211R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A TOTAL OF FOUR (4) AGREEMENTS WITH THE FOLLOWING LIST OF QUALIFIED PROFESSIONAL SURVEYING AND MAPPING FIRMS 1) CARNAHAN, PROCTOR & CROSS, INC. 2) DRMP, INC. 3) JOHNSTON'S SURVEYING, INC. AND 4) SOUTHEASTERN SURVEYING AND MAPPING CORPORATION PER REQUEST FOR QUALIFICATIONS (RFQ) NO. 2022-032 PROFESSIONAL SURVEYING AND MAPPING SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, requested submittals have been received in response to RFQ No. 2022-032 for Professional Surveying and Mapping Services on an as needed basis, for work on various City projects, and

WHEREAS, the submittals have been regularly processed; and the review committee has ranked the seven respondents based upon identified components in accordance with the request for qualifications and the anticipated needs of the City of St. Cloud.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida as follows:

SECTION I. The City Manager or designee is authorized and directed to negotiate a total of four (4) professional geotechnical engineering services agreements with the following firms:

1. Carnahan, Proctor & Cross, Inc.
2. DRMP, Inc.
3. Johnston's Surveying, Inc.
4. Southeastern Surveying and Mapping Corporation

SECTION II. The City Manager is hereby directed and authorized to, after consultation and review by the City Attorney, to enter into contracts with each of the above entities.

SECTION III. Once approved by the Council, the City Manager, or Designee, shall have the authority to execute 1) agreement renewals which do not increase the annual not to exceed amount and 2) contract amendments which do not increase the not to exceed amount of the contract or the scope of services as approved by the Council.

SECTION IV. This resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 11th day of August, 2022.

CITY OF ST. CLOUD

Nathan Blackwell, Mayor

Ivy De La Cruz, Acting City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

Daniel F. Mantzaris, City Attorney

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CONTINUING CONTRACT AND AGREEMENT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES BETWEEN THE CITY OF ST. CLOUD AND SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

THIS AGREEMENT is entered into as of this _____ day of 9/16/2022 20____, by and between the CITY OF ST. CLOUD, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 1300 9th Street, St. Cloud, Florida 34769, hereinafter referred to as "CITY."

and

Southeastern Surveying and Mapping Corporation, a Florida profit corporation doing business under the laws of the State of Florida, whose address is: 6500 All American Blvd., Orlando, Florida 32810-4350 hereinafter referred to as "SURVEYOR."

WITNESSETH:

WHEREAS, the City wishes to obtain surveying and mapping services in the areas of:

A. Pre-design Surveys, which may include as appropriate:
   1. Location of Right-of-Way limits and existing easements
   2. Coordination of field utility locates
   3. Location of field marked utilities
   4. Location and identification of drainage structures
   5. Identification of property boundaries and legal descriptions
   6. Plat review
   7. Establishment of survey baseline and stationing
   8. Topographic surveys
   9. Development of cross sections

B. Construction survey services, which may include:
   1. Construction staking
   2. Construction control and confirmation surveys
   3. As-built surveys

C. Reporting, which shall include:
   1. Submittal of hard copy documentation at a size and scale agreeable to the City; and
   2. Submittal of an electronic copy of all survey information in a format acceptable to the City

D. Additional survey services, which may include:
   1. Attend City Council meetings, as required to present information
   2. Mapping support not specifically identified above
   3. Other supplemental services as necessary to meet the City's needs
   4. Act as City Surveyor to review plats
   5. Prepare legal sketches and descriptions

on a continuing basis, and

WHEREAS, the SURVEYOR is willing to provide such surveying and mapping services;

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

1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option

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to extend may only be utilized two (2) times unless authorized by the City Council for additional extensions.

1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to SURVEYOR any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

2.2 The CITY shall make request of SURVEYOR to perform surveying and mapping services on a task basis. The CITY will communicate with SURVEYOR, verbally or in writing, a general description of the task to be performed. The SURVEYOR will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by SURVEYOR is needed to generate the scope document, SURVEYOR shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the SURVEYOR may include any phases of surveying services.

The CITY will issue a Notice to Proceed to the SURVEYOR. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the SURVEYOR shall perform the services set forth in the task authorization/work order, which may include, but not be limited to, design, studies, specification preparation, bid evaluation, construction management services, reports, and any additional other services which may be set forth in the task authorization/work order.

2.2.1 All projects contemplated hereunder shall be issued to one of the CITY'S contracted professional surveying and mapping services firms. Upon identification by CITY of an anticipated project, CITY shall obtain a proposed task authorization. Any award of a Task Authorization shall at a minimum be conditioned upon and subject to the following: i) the obligations of the City of St. Cloud are subject to the availability of funds lawfully appropriated for its purpose; ii) confirmation from SURVEYOR and verification in the sole discretion of CITY that the SURVEYOR can meet the schedule or technical requirements of the project; iii) in the judgment of the CITY, strict compliance with the existing time for performance and milestones of any other contract or task authorization between SURVEYOR and CITY; and iv) determination by the CITY in its sole judgment that SURVEYOR can meet the project demands based on prior history of the SURVEYOR and/or knowledge of the existence of other time critical projects issued to SURVEYOR which would conflict with the performance of the contemplated services. In the event that SURVEYOR cannot meet any of the above criteria or any others that may be required by CITY, the CITY shall obtain for its consideration and possible approval a proposed task authorization from the next firm in rotation.

2.3 SURVEYOR shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

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 SURVEYOR. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and SURVEYOR will negotiate any change in total cost or schedule of modifications. If the CITY and SURVEYOR approve any change, the task authorization/work order will be modified to reflect

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the changes; and SURVEYOR shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the designated representatives for the CITY and the SURVEYOR.

3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 SURVEYOR shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. SURVEYOR shall complete all of said services in a timely manner and will keep CITY apprised of the status of work on at least a monthly basis.

Should SURVEYOR fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

4.2 No extension for completion of services shall be granted to SURVEYOR without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 The "SURVEYOR's Professional Services Fee Schedule" as set forth in Appendix A are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These salary fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term, but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and SURVEYOR.

5.1.2 The "SURVEYOR's Reimbursable Expenses Schedule" as set forth in Appendix B, as provided by the SURVEYOR, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses shall include, but not be limited to: subsistence, automobile expenses, and other similarly incurred expenses, which are directly or indirectly in connection with the project. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

In-house copying charges, computer fees, photocopies less than 11-inches by 17-inches, telephone services, faxes, and other similar items shall be considered a portion of the SURVEYOR's overhead costs and shall not be billed separately to the CITY.

5.1.3 The "Deliverables" are defined as reports, findings, specifications, or anything else that is the end product or work performed by the SURVEYOR or the CITY. SURVEYOR shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and SURVEYOR shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. SURVEYOR shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to SURVEYOR, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the SURVEYOR for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless

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otherwise provided herein or in the task authorization/work order. The preferred method of payment by the City of St. Cloud is via electronic funds transfer (EFT) or P-Card.

5.2.1 Not to exceed cost based upon the "SURVEYOR's Professional Services Fee Schedule."

5.2.2 Lump sum cost based upon the "SURVEYOR's Professional Services Fee Schedule."

5.3 SERVICES-ADDITIONAL: CITY shall pay SURVEYOR as follows:

5.3.1 Professional Associates and/or Subcontractors: For services and expenses of independent associates and/or subcontractors employed by SURVEYOR, the amount invoiced to SURVEYOR times a factor agreed upon in each Task Authorization, but not exceeding 1.1 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1

5.4 Times of Payments: At monthly intervals, SURVEYOR shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon SURVEYOR'S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, SURVEYOR shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of SURVEYOR related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by SURVEYOR that states as follows:

This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.

5.4.3. CITY shall pay all valid, approved, and undisputed invoices pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. In the event that CITY disputes any invoice submitted, it shall advise SURVEYOR, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the SURVEYOR shall be liable to CITY for any and all damages to CITY caused by the SURVEYOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by CITY under Section 18.0 during the performance of the services, payments due SURVEYOR up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 Records of SURVEYOR's Salary Costs and Expenses pertinent to SURVEYOR'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request

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by CITY. Copies will be made available to CITY on request prior to final payment for SURVEYOR'S services.

5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

6.1 CITY or its agents shall at all times have the right to review or observe the services performed by SURVEYOR.

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

7.0 PROGRESS MEETING. CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. SURVEYOR'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and SURVEYOR shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

8.1 SURVEYOR agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Attachment No. 2.

8.2 SURVEYOR shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS. During the term of this Agreement, CITY shall grant SURVEYOR reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION. SURVEYOR shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in Attachment No. 1, which is hereby made a part of this Agreement and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS. SURVEYOR shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

12.1 SURVEYOR represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound professional surveying 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 SURVEYOR represents that the 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.

12.3 Subject to the provisions of this Section, should SURVEYOR breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.

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12.4 Without limiting the generality of the foregoing, if the SURVEYOR completes its services under any task authorization entered into hereunder, and the SURVEYOR'S services are non-complying, defective, or otherwise improperly performed and CITY notifies SURVEYOR in writing that a defect, error, omission or noncompliance has been discovered in SURVEYOR'S services, SURVEYOR shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if SURVEYOR fails to take action under a) above, at SURVEYOR'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.

12.5 The only representations made by SURVEYOR are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

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

14.0 DOCUMENTS

14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, SURVEYOR shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by SURVEYOR under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.

14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 SURVEYOR 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 SURVEYOR, SURVEYOR 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 SURVEYOR who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by SURVEYOR, prior to commencement of any work by the subcontractor, SURVEYOR shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Human Resources Director/Risk Management.

16.0 INDEPENDENT SURVEYOR. At all times during the term of this Agreement, SURVEYOR shall be considered an independent SURVEYOR.

17.0 DEFAULT. If during the term of this Agreement, SURVEYOR shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to SURVEYOR with at least ten

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(10) days to cure such default. If SURVEYOR fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

18.0 TERMINATION. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to SURVEYOR, terminate this Agreement if: a) SURVEYOR is adjudged to be bankrupt; b) SURVEYOR makes a general assignment for the benefit of its creditors; c) SURVEYOR fails to comply with any of the conditions of provisions of this Agreement; or d) SURVEYOR 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. 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.

19.0 FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; 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 circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Osceola County, Florida, or the United States District Court in and for the Middle District of Florida.

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

22.0 SEVERABILITY. In the event any portion or part of 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 thereof shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and SURVEYOR.

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

26.0 ENTIRE AGREEMENT. This Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and SURVEYOR with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

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27.0 SOVEREIGN IMMUNITY. Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

28.0 NOTICE

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

CITY: City Manager
City of St. Cloud
1300 9th Street
St. Cloud, Florida 34769

SURVEYOR: Thomas Mead, President
Southeastern Survey and Mapping Corporation
117-B Broadway
Kissimmee, Florida 34741

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

29.0 ATTORNEYS' FEES. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9/16/2022 day of _____, 20_____.

CITY OF ST. CLOUD, FLORIDA

BY: DocuSigned by: Veronica Miller
133827F213194E0...
Veronica Miller, City Manager

ATTEST: DocuSigned by: Ivy DelaCruz
919BC7328C6B44A...
Ivy De La Cruz, Acting City Clerk

SOUTHEASTERN SURVEY AND MAPPING CORPORATION

BY: DocuSigned by:
BE9213159F01432...
Thomas K. Mead President
Print Name/Title

ATTEST: DocuSigned by: Darryll DeMarsh
0711AC20CCC742F...
Darryll DeMarsh VP
Print Name/Title

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Attachment No. 1

INSURANCE REQUIREMENTS
Continuing Surveying and Mapping Services Agreement

SPECIAL PROVISIONS

On the Commercial General Liability and Business Automobile Liability, the City of St. Cloud shall be listed as an "additional insured" and named as a certificate holder, as their interest may appear. The CITY shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premiums for these policies. A renewal certificate shall be issued thirty (30) days prior to expiration of coverage.

Where available all policies shall be of an occurrence type and provide a forty-five (45) day notice of cancellation or modification of coverage. Prior to commencement of work, the proper insurance certificates shall be provided to, and approved by the CITY.

DEDUCTIBLES: Given that the indemnification agreement is intended to be supported by first dollars insurance policies, which require full disclosure of any and all deductible for all coverage required by this specification or Contract, the only exception will be the area of Workers' Compensation. The CITY reserves the right to determine acceptable limits of such deductibles.

FIRST DOLLAR COVERAGE: To the extent that the SURVEYOR may elect to purchase insurance, which provides a deductible or (SIR) self insure retention, the SURVEYOR will assume liability to personally indemnify the CITY to the same level of coverage required of their insurance carrier.

COVERAGE'S & LIMITS

COMMERCIAL GENERAL LIABILITY: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the SURVEYOR and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the SURVEYOR'S employees or damage to property of the CITY or others arising out of any act or omission of the SURVEYOR or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the Agreementual liability assumed by the SURVEYOR under the article entitled INDEMNIFICATION and COMPLETED OPERATIONS AND PRODUCTS LIABILITY coverage.

The liability limits shall not be less than:

Personal Injury and	$1,000,000 per occurrence
Property Damage	$2,000,000 general aggregate

BUSINESS AUTOMOBILE LIABILITY: This insurance shall cover "any auto" type for bodily injury and property damage. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The liability limits shall not be less than:

Bodily Injury and Property Damage	$1,000,000 per occurrence

WORKERS' COMPENSATION INSURANCE: The SURVEYOR shall take out and maintain during the life of this agreement, workers' compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the SURVEYOR shall require the subcontractor similarly to provide workers' compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the SURVEYOR. Such insurance shall comply fully with Florida Statutes, Chapter 440 and the Florida Workers' Compensation Law (Florida WC Statutory Limits). In case

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any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the workers' compensation statute, the SURVEYOR shall provide adequate insurance, and cause such subcontractor to provide adequate insurance, satisfactory to the owner, for the protection of his employees not otherwise protected.

PROFESSIONAL LIABILITY: SURVEYOR shall carry professional malpractice insurance in the amount of $1,000,000 throughout the term of this Agreement and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Agreement through the expiration date of the last policy period. In the event that SURVEYOR shall fail to secure and maintain such coverage, SURVEYOR shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the CITY as a result thereof, including attorney's fees and costs.

HOLD HARMLESS/INDEMNIFICATION: To the fullest extent permitted by laws and regulations, the SURVEYOR shall defend, indemnify, and hold harmless the CITY, its officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of surveyors, engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of commission, omission or negligence in the performance of the work by the SURVEYOR, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the CITY, or any of its officers, directors, agents, or employees by any employee of the SURVEYOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the SURVEYOR or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the CITY, the SURVEYOR, or any subcontractors.

APPLICABILITY: It is the express intent of the SURVEYOR that this Agreement shall apply to all work or purchase orders incidental to the Surveying Agreement.

SUBROGATION: The SURVEYOR and any subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the CITY, except for "Professional Liability". In the case of "Professional Liability," the SURVEYOR/Architect and any subcontractors shall waive all rights of subrogation except in situations where gross negligence is shown on the part of the CITY.

RELEASE OF LIABILITY: Acceptance by the SURVEYOR of the last payment shall be a release to the CITY and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the CITY or of any person relating to or affecting the work.

COMPANIES ISSUING POLICIES: Each insurance policy issued hereunder shall be issued by a company or companies authorized to do business in the State of Florida and which have an A.M. Best Company rating of "A" or better and a Financial Size category of "VII" or as otherwise approved by CITY, in its sole discretion.

SOUTHEASTERN SURVEY AND MAPPING CORPORATION

DocuSigned by:

By: _____ Date: 9/14/2022

BE9213159F01432...

Thomas K. Mead President

Type / Print Name / Title

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Attachment No. 2

SPECIFICATION SAFETY REQUIREMENTS

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Agreement. Please apply those safety requirements as site(s) or situation(s) dictate. NOTE: All surveyors who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all SURVEYOR'S and any Subcontractors.

I. GENERAL

A. The SURVEYOR shall comply with Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The SURVEYOR shall also comply with Chapter 442, Florida Statutes (Occupational Safety and Health/Workers' Compensation) and any county, or city, or any other agency's rules and regulations regarding safety.

B. The CITY'S safety personnel or any supervisor may, but is not required to, order that the work be stopped if a condition of imminent danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of violations of this Article from the SURVEYOR to the CITY; and the SURVEYOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Agreement and a duty of the SURVEYOR. The CITY reserves the right to require demonstration of compliance with the safety provisions of this Agreement. The parties agree that such failure is deemed to be a material breach of this Agreement; and the SURVEYOR agrees upon such breach, all work pursuant to the Agreement shall terminate until demonstration to the CITY that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this Agreement.

II. SAFETY EQUIPMENT

All CITY safety regulations will be strictly adhered to and enforced by the CITY, which may include work stoppage or removal of SURVEYOR and/or personnel. These safety regulations include, but are not limited to:

A. All persons on CITY property will wear industrial safety glasses with affixed side shields at all times, except, when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.

B. All persons on CITY property will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats are not acceptable at any time.

C. All persons on CITY property and in an area where the noise level exceeds 85db, must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved earplugs). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saw, etc.) and in the plant where posted.

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D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and are not acceptable as work shoes at this location.

E. Work conducted in an elevated position will require that:

1. Any person on CITY property working on or in an elevated location (four feet above ground level) and unprotected by handrails or guardrails must wear a safety belt or safety harness and be tied off with a lanyard to a fixed object or support that will restrict that person's fall to a "minimum distance."

2. Any person working from an electrical-line bucket truck will have in use the appropriate fall protection device.

3. Any person on a pole or tree will have in use the appropriate gaffs, belts, and/or harness.

4. Compliance with 29CFR 1910.269 is required.

F. Any person on CITY property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over the industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.

G. Where vehicular and/or pedestrian traffic is affected:

1. Maintenance of Traffic

The SURVEYOR shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the SURVEYOR shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the SURVEYOR has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

2. Barricades and Lights

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All materials and equipment MUST BE stationed outside of the clear zone at the end of each shift or whenever work is concluded for that day. The total roadside border area, starting at the edge of the travelled way, which is available for an errant driver to stop or regain control of a vehicle, is defined as the Clear Zone.

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All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

All SURVEYOR owned or controlled vehicles and/or equipment, which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360 degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

3. Damage to Existing Property

The SURVEYOR will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the CITY, unless otherwise addressed in the Agreement.

III. TOXIC SUBSTANCES

The SURVEYOR shall be responsible for compliance with Chapter 442, Florida Statutes, "Toxic Substances in the Workplace" (Right-To-Know-Law/Global Harmonized System) for its employees and the employees of any and all subcontractors the SURVEYOR brings on or causes to be on the project site. Assure compliance with 29 CFR1910 Subpart Z.

The SURVEYOR shall, between receiving the Agreement and coming on the project site to begin work, provide the CITY'S field representative with affidavits stating that ALL personnel the SURVEYOR brings on, or causes to be on the project site, have been given training on any toxic substances said personnel will be working with or may be exposed to while working at the job site.

The SURVEYOR shall provide/give to the CITY'S field representative a copy of manufacturer's SDS for ANY and ALL "Toxic Chemicals" used by or brought on the project site by the SURVEYOR or subcontractor prior to the substance(s) being delivered to the CITY'S property.

The SURVEYOR and/or subcontractor must be provided SDS(s) which is/are in the possession of the CITY upon receipt of a written request. The CITY may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.

Before any work shall begin, the SURVEYOR shall arrange a meeting to advise CITY'S field representative about safety and any dangers CITY employees will be subjected to, due to the presence of chemicals on the project site.

IV. TRENCHING AND EXCAVATION

Trenching and excavation operations shall comply with the OSHA 29CFR 1926 Subpart P final rule.

A. Where SURVEYOR work may interfere with other utilities, the CITY shall be notified prior to encroachment unless otherwise addressed in the Agreement.

B. The CITY has identified certain areas within its operations, which are regulated by OSHA 29CFR 1910 Subpart Z, as well as 29 CFR1926.651 and 1926.652. If the SURVEYOR'S work involves these affected areas, the CITY requires prior to commencement of SURVEYOR work that applicable and acceptable written compliance programs and

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documented certification/qualifications be provided to the CITY, management, and safety personnel.

V. SURVEYOR OPERATIONS SHALL COMPLY WITH OSHA 29CFR 1910.269. Further SURVEYOR operations shall comply with 29CFR 1910.252 and NFPA 51B for cutting and welding procedures.

VI. SURVEYOR SHALL, WITHIN THIRTY (30) CALENDAR DAYS of notification of award of Contract, and prior to commencement of work, provide to the CITY, the SURVEYOR'S written safety compliance program(s).

VII. CURRENT INDEPENDENT CERTIFICATION for any SURVEYOR-provided bucket truck to be for the provision of services of this Agreement shall be provided to the CITY prior to use of said bucket truck.

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EXHIBIT A

SCOPE OF SERVICES

SURVEYING AND MAPPING SERVICES AGREEMENT

The scope of services to be provided by the SURVEYOR shall include all phases of surveying and mapping services and where the scope of services require the SURVEYOR to provide surveying services, all surveys shall be performed by those only qualified to practice surveying under the laws of the State of Florida.

General surveying services shall include, but are not limited to the following:

A. Pre-design Surveys, which may include as appropriate:
   1. Location of Right-of-Way limits and existing easements
   2. Coordination of field utility locates
   3. Location of field marked utilities
   4. Location and identification of drainage structures
   5. Identification of property boundaries and legal descriptions
   6. Plat review
   7. Establishment of survey baseline and stationing
   8. Topographic surveys
   9. Development of cross sections

B. Construction survey services, which may include:
   1. Construction staking
   2. Construction control and confirmation surveys
   3. As-built surveys

C. Reporting, which shall include:
   1. Submittal of hard copy documentation at a size and scale agreeable to the City; and
   2. Submittal of an electronic copy of all survey information in a format acceptable to the City

D. Additional survey services, which may include:
   1. Attend City Council meetings, as required to present information
   2. Mapping support not specifically identified above
   3. Other supplemental services as necessary to meet the City’s needs
   4. Act as City Surveyor to review plats
   5. Prepare legal sketches and descriptions

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Appendix ‘A’

Surveyor’s Professional Services Fee Schedule

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Appendix ‘B’

Surveyor’s Reimbursable Expenses Schedule

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Surveying and Mapping Services

Personnel Classification	Day Rate	Night Rate
Professional Surveyor & Mapper/PSM	$167.00 / per hour	
Expert Witness	$340.00 / per hour	
Senior Technician	$126.00 / per hour	
CAD Technician	$111.00 / per hour	
One Person Field Crew	$126.00 / per hour	
Two Person Field Crew	$167.00 / per hour	$244.50 / per hour
Three Person Field Crew	$220.00 / per hour	$321.00 / per hour
Four Person Field Crew	$273.00 / per hour	$397.50 / per hour
Sketch of Descriptions (per SD)	$640.00 / per SD	
Elevation Certificates		
Residential Elevation Certificate	$875.00	
Commercial Elevation Certificate (per building)	$1,236.00	
Mortgage Survey		
Quoted on a task-by-task basis per requirements		
Plat Review Services (If required)		
Initial and Second Plat Review (up to two sheets)	$995.00 / per plat	
Initial and Second Plat Review (over two sheets)	$169.00/ per sheet	
Plat (Third or Additional reviews of same plat)	$386.00	

GIS Mapping Services

Personnel Classification	Day Rate
Professional Engineer	$201.00 / per hour
GIS Analyst	$112.00 / per hour
GIS Technician	$74.00 / per hour
One Person GPS Crew	$126.00 / per hour
Two Person GPS Crew	$168.00 / per hour

Subsurface Utility Engineering Services

Personnel Classification	Day Rate	Night Rate
Project Manager	$167.00 / per hour	$250.00 / per hour
Senior Technician	$126.00 / per hour	$188.00 / per hour
Two Person SUE Crew	$204.00 / per hour	$306.00/ per hour
Three Person SUE Crew	$284.00 / per hour	$426.00/ per hour
Administrative Assistant/ Clerical	$74.00 / per hour	$111.00 / per hour
Vacuum Excavation (Test Hole/ VVH)		
1 Test Hole/Dirt	$583.00	$874.00
1 Test Hole/Asphalt/Concrete	$724.00	$1,086.00
2 - 19 Test Hole/Dirt	$499.00 / each	$749.00 / each
2 - 19 Test Hole/Asphalt/Concrete	$568.00 / each	$853.00 / each
20 - 49 Test Hole/Dirt	$446.00 / each	$662.00 / each
20 - 49 Test Hole/Asphalt/Concrete	$513.00 / each	$769.00 / each
Concrete Radar Mapping/Imaging		
(Concrete assessment/inspection, grid scans & debris assessment)		
One Person Crew	$223.00 / per hour	$346.00 / per hour
Maintenance of Traffic (MOT/TTC)		
If required, MOT specialist will be contracted, and the cost will be passed on with a 10% mark-up for coordination.		
Off Duty Officer(s) (if required per permitting) billing will be a pass-through cost and are not included in the per lane closure		
Lane Closure	$959.00 / per closure	$1,165.00 / per closure
Sidewalk Closure	$309.00 / per closure	$412.00 / per closure
Surveying Services for Utility Projects		
Project Manager/ Professional Surveyor & Mapper	$167.00 / per hour	$250.00 / per hour
Administrative Assistant/ Clerical	$74.00 / per hour	$111.00 / per hour
Two Person Survey Field Crew	$168.00 / per hour	$252.00 / per hour
Three Person Survey Field Crew	$220.00 / per hour	$330.00 / per hour
Mast Arms		
Subsurface Utility Locating Service	$1,567.00 / per pole	
Concrete/Asphalt Removal & Repair	$412.00 / per pole	
Survey Staking of Pole Locations	$408.00 / per pole	
Flagman Control, Per Pole Location	$180.00 / per pole	

Construction Services

Personnel Classification	Day Rate	Night Rate
Construction Professional Surveyor & Mapper/PSM	$191.00 / per hour	
Construction Senior Technician	$144.00 / per hour	
Construction CAD Technician	$128.00 / per hour	
Construction One Person Field Crew	$144.00 / per hour	
Construction Two Person Field Crew	$192.00 / per hour	$289.00 / per hour
Construction Three Person Field Crew	$253.00 / per hour	$380.00 / per hour
Construction Four Person Field Crew	$314.00 / per hour	$471.00 / per hour

LiDAR UAS/UAV Services

Personnel Classification	Day Rate
LiDAR Project Manager	$167.00 / per hour
LiDAR Technician	$126.00 / per hour
LiDAR One Person Field Crew	$146.00 / per hour
LiDAR Two Person Field Crew	$192.00 / per hour
UAS/UAV Photogrammetry	$253.00 / per hour
Mobile Scan Crew	$253.00 / per hour

Travel Expenses

Mobilization	Day Rate	Night Rate
Per Project in excess of 50 Miles from Home Office	$1,066.00	$1,581.00
Per Diem/Lodging Expenses		
Per Day, Two Person Crew	$374.00	
Per Day, Three Person Crew	$510.00	

If HAZWOPER CERTIFIED personnel are required there will be a 20% increase in the Hourly Rate.
Overtime rates will be charged for jobs requiring night work or Emergency/On-Call Services

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Southeastern Surveying and Mapping Corp.
Piggyback Contract No. RFQ 2022-032
Professional Surveying and Mapping Services

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

This Amendment is a renewal of Piggyback Agreement mutually executed by and between the City of Cocoa and Southeastern Surveying and Mapping Corp., made effective June 29, 2023, and shall be renewed upon expiration of the initial term on 09/30/2023 through 09/16/2025. All terms, conditions, specifications, and prices of the original contract # RFQ 2022-032 through City of St. Cloud remain unchanged.

By signing below, each party indicates its approval of this Renewal Notice for Contract, including the renewal term and the pricing listed herein.

Southeastern Surveying and Mapping Corp.	**City of Cocoa**
By: Thomas K. Mead, PSM	**By:** Michael Blake
(Print Name)	(Print Name)
President	City Mayor
(Title)	(Title)
9/27/2023	
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Lucilene Ribeiro, Planner

Attested by City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Southeastern Surveying and Mapping Corp [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 Southeastern Surveying and Mapping Corp [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: Thomas K. Mead, PSM | President

Date: June 29, 2023

STATE OF FLORIDA

COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 06/29/2023 (date) by Thomas K. Mead (name of officer or agent, title of officer or agent) of Southeastern Surveying and Mapping Corporation (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____

[Notary Seal] Notary Public

JACLYNN THOEMKE
Notary Public - State of Florida
Commission # HH 281054
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

_____

Name typed, printed or stamped Jaclynn Thoemke

My Commission Expires: 06/27/2026

Company ID Number: 33857

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Southeastern Surveying and Mapping Corp. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer 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 Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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 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. § 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 only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

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@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 is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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 FEDERAL CONTRACTORS

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 create a second case for 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 Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of 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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer 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 E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

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 employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer 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 Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer 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 Employers 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 employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer 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 Employer'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, 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 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
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 Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer'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 Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An 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 Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor 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 Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer 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 and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 33857

Approved by:

Employer Southeastern Surveying and Mapping Corp.	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/15/2006

Company ID Number: 33857

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Southeastern Surveying and Mapping Corp.
Company Facility Address	6500 All American Blvd. Orlando, FL 32810
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	591621976
North American Industry Classification Systems Code	5419
Parent Company	Southeastern Surveying and Mapping Corp.
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 33857

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 33857

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Debra J Leise
Phone Number	(407) 292 - 8580 ext. 2203
Fax Number	(407) 292 - 2182
Email Address	djleise@southeasternsurveying.com

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Southeastern Surveying and Mapping Corp., 6500 All American Blvd., Orlando, FL 32810 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of St. Cloud, Osceola County-FL said contract being identified as: Professional Surveying and Mapping Services, Contract No. RFQ 2022-032. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Professional Surveying and Mapping 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 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 Southeastern Surveying and Mapping Corp. The term of said agreement shall be for the period effective date of signature through 09/30/2023.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 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**
Southeastern Surveying and Mapping Corp. Attn: Thomas Mead, President 117-B Broadway Kissimmee, FL 34741 Phone: (407) 292-8580 Email: tmead@ssmc.us	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.

Southeastern Surveying and Mapping Corp.

Entered this _____ day of _____

Thomas K. Mead, PSM | President

(Print Name / Title)

(Signature)

June 29, 2023

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By: _____

Date: 6/29/2023

(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

CITY OF COCOA SEAL FLORIDA

Legislation Details (With Text)

File #:	23-715	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/8/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Pass on SECOND READING Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23). (City Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 17-2023.pdf Exhibit A - 915 Location Map.pdf Exhibit B - 915 FLU Map.pdf Exhibit C - Proposed 915 Florida FLU Map.pdf Exhibit D - Proposed Regulating Map.pdf Exhibit E - Excerpts of 2022 CRA Plan 1.pdf Exhibit F - Letter Brevard Schhols 915 Florida.pdf Order_Confirmation_Liners - 2023-11-06T174129.857.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2023
Agenda Date: November 14, 2023
Prepared By: Stacey Hopper, Community Planner
Through: Stockton Whitten, City Manager
Requested Action:
Pass on **SECOND READING** Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23).

BACKGROUND:

The applicant, City of Cocoa, requests to amend Future Land Element Figure FLU-1 Note 9, Figure FLU-2, and Policy 1.1.2.6, Mixed-Use (MU), to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City -owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23).

Future Land Use Designation: Current: MU, Mixed-Use

Zoning District: Current: C-C, Core Commercial District

Existing Land Use: Municipally Owned Land - Vacant

Council District: District 1 - Councilmember Goins

Legal Ad Date: August 1, 2023

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	LDR, Low Density Residential; MU, Mixed-Use	RU-2-10, Low Density Single-Family and Multiple-Family District; C-C, Core Commercial District	Vacant Residential/Single Family Residential/Utility
South	City of Rockledge Redevelopment Mixed Use	City of Rockledge RMU, Redevelopment Mixed Use	Multiple Tenant Retail Store
East	MU, Mixed-Use	C-C, Core Commercial District	Mixed Use Commercial Property/Retail Store
West	MU, Mixed-Use	C-C, Core Commercial District	Vacant Commercial Land

Background

The proposed comprehensive plan amendment has been administratively initiated by the City of Cocoa and is being presented pursuant to the requirements of Chapter 163, Florida Statutes, Community Planning Act, and Section 15-1 of the City Code. The Local Planning Agency is required to make recommendations to the City Council regarding the proposed comprehensive plan amendments based on the criteria set forth below.

Over the last several years, the City of Cocoa has created multiple policies to ensure that redevelopment opportunities within the Community Redevelopment Agency (CRA) are available. The City created the MU, Mixed Use, Future Land Use (FLU) Designation in 2010. The FLU Element of the City's Comprehensive Plan states that the Mixed-Use land use category (MU FLU) is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors. The majority of parcels within the City that are designated as MU are generally located adjacent to certain portions of SR 520, US 1, Brunson Blvd., King St., and the Cocoa Village Area, as more accurately shown on the attached FLU Map.

The density that is allowed within the MU FLU category is typically 25 du/acre and includes a bonus of up to 5 du/acre if residential housing units are developed as part of a vertical mixed-use project, per FLU Element Policy 1.1.2.6, which brings the max du/acre total to 30 du/acre. To create additional opportunities, the City adopted policies that allow for vertically mixed-use projects to occur on +/- 4.5 acres within the Cocoa Village Subdistrict to develop at densities of up to 125 du/acre, subject to and conditioned upon a development agreement approved in the discretion of the City Council after consideration of many factors outlined in Policy 1.1.2.6 via Ordinance 07-2022. In

addition, four parcels totaling +/- 1.4 acres (the 603 Brevard site, formerly city hall) have been designated with a commercial/mixed use large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan, which allowed vertically mixed-use buildings constructed to a maximum of eight (8) stories in height, again subject to approval of a Development Agreement by the City Council, via Ordinance 06-2018.

The +/- 4.5 acres of property that may be permitted to develop at this density, are shown in the map below, which is the currently adopted Figure FLU-2 in the City's Comprehensive Plan, and contemplated the below development programming:



Address	Property Type	FAR/Commercial Use#	Residential Units	Acres	DU/acre
430 Brevard	Mixed Use	10,000 sq. ft. Co-working and 3,000 sq. ft. retail	243	1.95	125
505 Brevard	Mixed Use	16,754 sq. ft. Bank	166	1.33	125

630 Brevard*	Hotel	107 Hotel rooms, 4,885 sq. ft. Retail, 6,798 sq. ft. Restaurant and Bar	*156*	1.25	125
Total			565	4.53	

The current request looks to build upon those adopted policies. The City of Cocoa owns +/- 4.32 acres of property at 915 Florida Avenue (subject property) at the southwest corner of Rosa Jones Dr., and Florida Ave. The subject property is currently noted within the Regulating Plan of the City of Cocoa Waterfront Overlay District as part of the South End (SE) Sub-District. The subject property also has the MU, Mixed Use, FLU designation, and the C-C, Core Commercial, zoning district.

The City wishes to maximize the redevelopment potential of the subject property by expanding the very limited geographical area where residential densities of up to 125 du/acre may be developed as vertical mixed-use projects, via a developer's agreement, to include the subject property.

For the reasons expressed further below, staff believes that the proposed expansion of the limited geographical area eligible for the 125 du/acre density is compatible with the City's Comprehensive Plan and the Cocoa Redevelopment Agency Redevelopment Plan. Importantly, the 915 Florida Avenue subject property was the former Oaks Mobile Home site, which the City acquired for purposes of redevelopment in 2016. The Cocoa Redevelopment Agency (Cocoa CRA) continues to seek major redevelopment opportunities to revitalize the Cocoa Community Redevelopment Area. The proposed amendment will continue to promote a more intense redevelopment consistent with the Redevelopment Plan. Specifically, the Redevelopment Plan identifies 915 Florida Avenue as one of two "High Priority" "Catalyst Mixed Use Development Sites" in the Cocoa Community Redevelopment Area.

The Redevelopment Plan further provides: "In the South of the Village Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. 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*. *This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard*." The Redevelopment Plan also suggests that the Cocoa CRA consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land; and budget appropriately for this action.

While the City has attempted to facilitate redevelopment of the 915 Florida Avenue property through prior requests for proposal, such efforts ultimately were not successful. Given the clear identification of the 915 Florida Avenue site as one of two sites in the Cocoa CRA that constitute high priority, catalytic redevelopment sites, the extension of the additional density of up to 125 du/acre, subject to and conditioned upon a future development agreement approved by the City Council, will facilitate the goals and priorities of the Cocoa CRA.

It should also be noted that the 603 Brevard (former City Hall), Chase Bank, and Bank of America

sites were selected, in part, as eligible for the 125 du/acre program because these sites balanced the need to preserve the historic character of the Cocoa Village and waterfront while incentivizing redevelopment of old, non-historic buildings/sites that have outlived their relative usefulness. Historical properties such as the Porcher House, Cocoa Village Playhouse, Myrt Tharpe Square, Riverfront Park, Derby Street Chapel, and St. Mark's were buffered by existing right-of-way or located a significant distance away from the area affected by the prior Comprehensive Plan Amendment.

These principles continue to apply to the proposed expansion of the 125 du/acre program to 915 Florida Avenue. As stated above, the site is vacant and was formerly a mobile home park. The subject property is located a distance away from all of these identified historical buildings. Although the site is located south of Rosa L. Jones Drive and across from the historical low residential density African American Neighborhood, commonly referred to as the Consent Decree Area (aka "Heart of Cocoa"), the subject property is also located on Florida Avenue, which borders the Consent Decree Area on the east and has undergone commercial revitalization in recent years and enjoys the benefits of the enhanced pedestrian streetscape installed on Florida Avenue. The site is also uniquely positioned near U.S. 1 and is bordered on the south by the City of Rockledge's Redevelopment Mixed Use Area, which will likely be redeveloped to include up to 284 apartment units. The low-density residential character of the Consent Decree Area will be maintained and, as identified in the Redevelopment Plan, it is anticipated that a high-quality, mixed-use redevelopment project will encourage additional, low density development in the Heart of Cocoa.

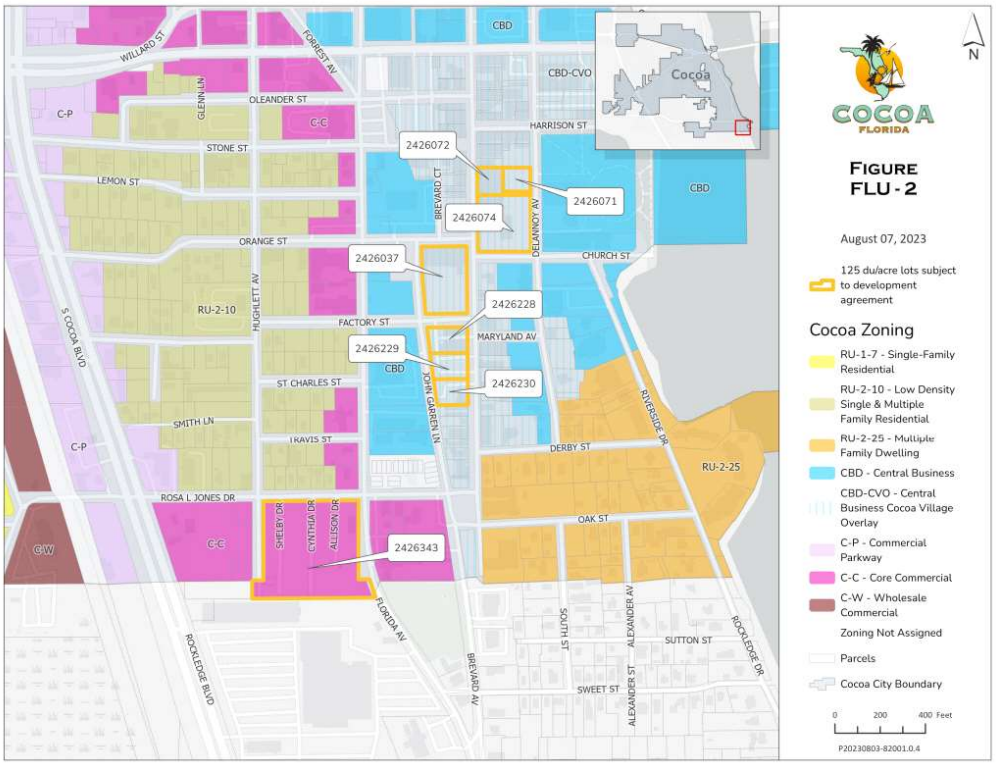
This request requires updating Future Land Element Figure FLU-1 Note 9 as follows (<u>underline</u> print notes the included text):

> "9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village <u>and South End</u> Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6."

and Policy 1.1.2.6, Mixed-Use (MU) as follows:

> "A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict <u>or South End Subdistrict</u> on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (~~shaded~~ <u>outlined</u>) on the following map:"

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"(iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district;"

The following analysis provides for technical detail related to the request and the potential impact to City services.

Consistency with Comprehensive Plan Policies and Objectives
Pursuant to the City's Land Development Regulations Chapter 15, Article II, Sec. 15-11(c) - Comprehensive Plan Amendment Standards, the following shall be considered by Land Planning Agency and City Council:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

Staff Finding: The request to include the +/- 4.32 acres (915 Florida Avenue) to the existing policies will have a positive economic impact to the City and the economy of the region. As was noted in the 2022 staff report related to the creation of the 125 du/acre density program, the addition of the subject property would allow for greater development opportunities of property within the City, thus increasing land value, generating Cocoa CRA taxes and benefiting the local economy through the spending power of new residents.

The original +/- 4.5 acres that were included in the program had an estimated assessment value of $90 million. Of note is that the subject property is currently City owned and currently not on the tax rolls. Through private development, the City, its residents, and business owners, will greatly benefit from the private investment that would occur on the property and the increased assessed values

impact on the tax rolls.

The property is also uniquely situated to the south adjacent to the City of Rockledge city limits. The parcel(s) to the south have a zoning and future land use designation of Redevelopment Mixed Use (RMU). While the City of Rockledge doesn't have a density program as unique as the 125 du/acre program, the RMU does allow for densities up to 25 du/acre and New Urbanism design standards, similar to the City of Cocoa's vision for the Central Business District-Cocoa Village Overlay (CBD-CVO), and Waterfront Overlay District Regulating Plan. This type of land use adjacency and compatibility allows for a unique form of cross-jurisdictional economic impact that would greatly benefit both the City of Cocoa and the City of Rockledge. It may also allow for maximization of development design by incorporating similar bulk design standards and connectivity, which could also significantly benefit both Cities goals and objectives.

b. Whether the proposal will diminish the service level of public facilities.

Staff Finding: Objective 14.1.1 of the Comprehensive Plan, Capital Improvement Element establishes the adopted level of service (LOS) standards for public facilities within the City. The LOS standards are as follows:

PUBLIC FACILITIES	
WASTEWATER Source: Chapter 64E 6.008, Florida Administrative Code; Standard for Onsite Sewage Treatment and Disposal Systems, Revisions Effective July 16, 2013	DEVELOPMENT TYPE Industrial — 0.02 gallons per sq. ft. per day Office Space — 15 gallons per capita per day Hotel/Motel — 100 gallons per day per room Residential — 319 gallons per day per household Restaurant — 50 gallons per capita per day Bar/Lounge — 20 gallons per day per seat
STORMWATER MANAGEMENT	DESIGN STORM EVENT 25-year frequency/24-hour duration event
	ON-SITE STORMWATER MANAGEMENT Retention of the first one inch of rainfall runoff for areas of one acre or more; or retention of first one-half inch of rainfall runoff for drainage areas of less than one acre.
	STORMWATER QUANTITY Post development stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
	STORMWATER QUALITY No significant degradation of water quality in receiving water bodies
POTABLE WATER	AVERAGE FLOW 122 gallons per capita per day (gpcd) per household, or 340 gallons per day per equivalent residential connection (ERC)
	PEAK FLOW - 510 gallons per day per ERC
	PEAK FLOW COEFFICIENT - 1.5
	PRESSURE Normal: 55-65 psi Peak Hour: 40-50 psi During Fire: 20 psi
SOLID WASTE	DISPOSAL (BREVARD COUNTY LANDFILL) Cocoa Contribution Rate – 1.2 tons per capita per year

	COLLECTION Residential: 2 times per week, each household Non-residential: 2 to 6 times per week As needed, each location Green Waste and Recyclables: Once per week	
ROADWAYS		
CITY OF COCOA JURISDICTION		MINIMUM LOS
Forrest Avenue		E
Cox Road (within city limits)		E
Fiske Boulevard (from SR 520 to Dixon Boulevard)		E
Indian River Drive (CR 515)		E
Peachtree Street (from Clearlake Road to US 1/SR 5)		E
Florida Avenue (within city limits)		E
OTHER OR MULTI-JURISDICTIONAL	JURISDICTION	MINIMUM LOS
Pineda Street (from Lake Drive to SR 501)	City/County	E
Michigan Boulevard	County	E
Dixon Boulevard	County	E
Range Road	County	E
Rosetine Street	County	E
Adamson Road (SR 524 to Pine)	County	D
Friday Road (SR 524 to SR 520)	County	E
Grissom Parkway (Industry to Canaveral Groves)	County	E
Industry Road (SR 524 to Grissom Pkwy)	County	E
SR 528 (Beachline Expressway)	State	D
SR 520 (from Clearlake Road to US 1/SR 5)	State	D
SR 520 (from SR 524 to Burnett Rd)	State	D
SR 519 (Fiske Boulevard south of SR 520)	State	D
US 1/SR 5 (from SR 528 to south of SR 520)	State	D
SR 524 (from SR 520 to SR 528)	State	D
SR 501 (Clearlake Road)	State	D
Interstate Highway 95 (I-95) (SR 519/Fiske Blvd to SR 520)	State	E
Interstate Highway 95 (I-95) (SR 520 to SR 524)	State	E
Interstate Highway 95 (I-95) (SR 524 to SR 528)	State	E
RECREATION		
1.25 acres of developed recreational area per 1000 population		

The analysis done in October 2022 found that the amendment to create the policies for the +- 4.5

acres would not negatively affect or diminish the service levels of applicable public facilities. Construction of high-density mixed-use projects within the City's urban core provides for coherent and economical use of the City's resources and infrastructure. Allowing high density mixed-use in the City will increase the land area available in the City for residential housing and commercial uses. These potential developments will reduce automobile dependency and increase the ability of residents to live a more sustainable lifestyle due to residents' proximity to services, job opportunities, retail and entertainment. Such high-density residential and mixed-use projects will be located in the dense areas of the City where public facilities are available.

Potable Water: The City's utility infrastructure is capable of serving the proposed units with adequate water and pressure for its potable water system and its reclaim water system. The location of the site provides for efficient and effective provisions of service.

Reclaimed Water: Although the City does not have a specific LOS for reclaimed, the City has reclaimed services available. The developer will be required to hook-up to reclaimed services and such services will be provided in accordance with the City's terms and conditions of reclaimed service.

Wastewater: The Wastewater LOS may be impacted by the additional density conditionally authorized in the proposed amendments. If a project were developed at the very maximum density allowed at 915 Florida Avenue, the threshold capacity allowed by the Sewer Master Plan and Capital Facility Plan likely will be exceeded for gravity sewer lines in the Cocoa Village should other sites eligible for the 125 du/acre program also be constructed at maximum density. The additional flows would likely also impact existing Lift Station #2, requiring modifications to the Station to meet LOS. As a result, upgrades to the sewer system would likely be necessary to achieve maximum density allowed by this amendment. It should be noted that impact on public facilities is a factor for the City Council to consider when entering into a development agreement that would authorize density for a particular project. Further, concurrency analysis and required studies will be conducted and reviewed as part of any site plan approval process for a particular proposed project.

Electrical Service: The proposed sites are currently served by Florida Power and Light and would continue to be serviced with any redevelopment.

Solid Waste: The City of Cocoa has a contract with Waste Management for all solid waste disposal. The current sites are currently served by Waste Management and will continue to be served through the City contract. Solid Waste service shall be provided to the sites in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater: The City requires site development techniques that encourage more efficient and climate resilient development practices that include, low impact development techniques that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage and mitigate flood impacts such as pervious pavement and native vegetation. Any future development of the subject property will need to meet the climate resilient development practices for stormwater and will greatly improve the existing conditions of today. A full engineering and stormwater study will be required at time of site plan and will be reviewed by the City and St. John's River Water Management District to ensure compliance with all applicable codes.

Transportation: The proposal may minimally reduce the current level of service (LOS) of roadways within the impact area. The adopted minimum LOS for Florida Ave is “E”, and U.S. 1 is adopted at LOS “D”. Per the Space Coast Transportation Planning Organization (TPO) Transportation data Management System, 2-way data collected on Florida Ave. adjacent to Orange St., showed 4,080 average annual daily trips (AADT) in 2022. Similarly, US 1 adjacent to Orange St., showed 32,790 AADT in 2022.

Based on a preliminary analysis, if the subject property were developed with 375 dwelling units, and 35,000 sq. ft. of commercial space, approximately 3,805 daily trips would be generated. Based on that information, and as of the most recent AADT counts, there are over 11,000 AADT’s available on Florida Ave. and over 30,000 AADT available on US1 for both roadways to continue to operate within their adopted LOS (Space Coast TRP ‘Segments Functional Classification, Maximum Acceptable Volume - MAV - and Levels of Service - LOS, 2020).

A full traffic study will be required when a full development proposal is provided to the City.

Police: The City is committed to provide adequate police protection to all citizens. The department is continually evaluating the effectiveness of police services to provide a professional service at the highest level possible.

Fire: Due to the area of the amendment being in the core of the City, the amendment will not affect the Fire level of service in a noticeable way. The area is in the primary response zone of Cocoa Fire Rescue Station #2, on Brunson Blvd, which houses a 100’ Tower (ladder) truck w/ firefighting capabilities and a quick response medical squad. Backup to the area would be provided by Cocoa Fire Department Station 1 & 3 which each house 1 Engine Company & Station 1 is led by a District Chief. Mutual aid in the event of a fire would be provided by Brevard County Fire Rescue & Rockledge Fire Departments.

Schools: The subject property is located in the following Concurrency Areas: Tropical Elementary, McNair Middle, and Rockledge High School. A Concurrency Determination must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Non-deficiency by the Local Government. However, Brevard County Schools has issued a preliminary determination that the above-mentioned schools currently have capacity to serve the anticipated number of students generated by all properties eligible for the 125 du/acre program, including 915 Florida Avenue, which is attached to this report.

Parks: Residents will have access to three City of Cocoa parks in the area, including the Cocoa Riverfront Park, which has a playground, splash park, amphitheater, and recreational areas. The adopted LOS level is 1.25 acres of developed recreational area per 1000 population. Per the Parks and Recreation Master Plan, the City of Cocoa currently provides slightly over 17 Acres of parks per 1,000 residents. The number of park acreage within the City already exceeds the minimum requirement of the comprehensive plan and the proposed amendment will not negatively impact this LOS standard. Further, it is anticipated that each large vertical mixed-use residential project will provide some onsite recreational amenities for future residents.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

Staff Finding: The amendment is not anticipated to affect any natural or historical resources. The site

is currently not developed with any level of impervious area. When the site is developed, the developer will be required to provide all environmental and historical studies as required by the Land Development Code.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code.

State Comprehensive Plan, Chapter 187.201(15) LAND USE

Policy 15(b)3: “Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities.”
Staff Finding: The proposed amendment will provide additional opportunity for developments with a mix of uses combining living, working, shopping and recreational activities.

East Central Florida Comprehensive Regional Policy Plan

Policy 10.7.2 Transit corridors should provide for a mixture of commercial, office, institutional, and residential uses in multi-story buildings to create a walkable pedestrian friendly environment

Policy 10.14 Vacant or underutilized retail sites should be seen as opportunity sites for assembly and redevelopment as mixed use (retail, office, and residential) centers, especially along corridors currently served by transit or planned to be served by transit.

Staff Finding: The proposed text amendment will provide additional opportunities for mixed-use development along transit corridors as well as redevelopment of existing sites. The subject property is directly adjacent to Space Coast Area Transit (SCAT) Route 6, with access to Routes 1 and 4 (via Route 6).

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

Staff Finding: The proposed amendment would not alter the City’s ability to provide service capacities set by the comprehensive plan to lands under the Mixed-Use FLU designation based on the information provided in item b above.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

Staff Finding: As explained above, the proposed amendment is not incompatible with surrounding neighborhoods based on the goals of the Waterfront Master Plan, Cocoa CRA Redevelopment Plan, and existing MU FLU policies which encourage vertical mixed-use buildings. It is also directly adjacent to mixed-use planning occurring in the City of Rockledge, as noted earlier. Proper bulk requirements will be included in a future Developer’s Agreement, as required if developed utilizing the 125 du/acre program.

Objective 13.1.2: Impacts of Development: The City of Cocoa shall ensure that the impacts resulting from the implementation of the comprehensive plan upon development in adjacent municipalities, unincorporated areas, regions and the State are evaluated and addressed with such jurisdictions.

Staff Finding: City of Cocoa staff has coordinated with the City of Rockledge staff about the proposed Amendment. The properties to the south within the City of Rockledge have a zoning and future land use designation of RMU, Redevelopment Mixed Use. As mentioned earlier in the report, the RMU designation is similar to the City of Cocoa's MU as it allows for a maximum density of 25 du/acre.
There are also building design standards, complete street type requirements, and a small density bonus program. A project is currently being proposed on those parcels which would allow for up to 284 apartment units.

Policy 13.1.2.1: The City staff will evaluate development projects in Cocoa to include an assessment of impacts on the comprehensive plans of adjacent jurisdictions.

Policy 13.1.2.2: The City staff will assess future amendments to its comprehensive plan, including the Future Land Use and Capital Improvements elements, for impact on the comprehensive plans of adjacent jurisdictions.

Policy 13.1.2.3: The City shall coordinate with the City of Rockledge to institute joint planning activities in areas of joint concern and influence. The activities shall include land use, landscaping, urban design and urban form of new development in the area.

Staff Finding: The land use programming occurring in the City of Rockledge adjacent to the subject property is one that is similar to what is being proposed. While the City of Rockledge does not have it's own density bonus program that is similar to City of Cocoa, the nature of it's proposed redevelopment, higher density multi-family, is one that is compatible to a multi-story mixed use building, and is complimentary to the South End subdistrict of the Cocoa Waterfront Overlay District Regulating Plan

As mentioned earlier in the report, the adjacent roadways Florida Ave. and US-1 both have the available capacity to support a conceptual buildout scenario on the subject property. The City would continue would continue to coordinate with the City of Rockledge during the plan review stage to ensure all future public infrastructure needs are met and that any shortfalls are addressed with the respective Capital Improvement Elements.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

Staff Finding: The proposed FLU amendment will provide opportunity for additional forms of housing closer to commercial uses, places of employment, and multimodal transportation options.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent

residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.
Future Land Use Element, 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.

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards, and alleys; high quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Housing Element, GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1, Housing Supply: Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City’s Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1, Infill Development: The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

This item was considered at the August 16th Planning and Zoning meeting and the Board members recommended approval to City Council.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Pass on First Reading at the August 22, 2023 City Council meeting.
Recommended for approval by the August 16, 2023 Planning and Zoning Meeting.

RECOMMENDED MOTION:

Pass on **SECOND READING** Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Parcel ID 24-36-33-80-23).

ORDINANCE NO. 17-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED-USE PROJECTS; EXPANDING THE VERY LIMITED GEOGRAPHICAL AREA TO WHICH THE POLICY APPLIES TO INCLUDE A PARCEL OF CITY-OWNED LAND GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF ROSA L. JONES DRIVE AND FLORIDA AVENUE AND WHICH IS MORE PARTICULARLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF APPROXIMATELY 4.32 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED-USE FUTURE LAND USE ON THE FUTURE LAND USE MAP AND WHICH IS DESIGNATED SOUTH END (SE) SUBDISTRICT WITH A COMMERCIAL/MIXED-USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE, AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, Section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City of Cocoa Community Redevelopment Agency ("Agency") was created in the 1980s to assist the City with redeveloping a legally described redevelopment area of the City including the downtown Cocoa Village, and the Agency continues to seek major redevelopment opportunities to revitalize the community redevelopment area, which would include the area known as the South End subdistrict of the Cocoa Waterfront Overlay District; and

WHEREAS, the Cocoa Village is an area of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future redevelopment; and

WHEREAS, attracting a limited number of new large, vertical mixed-use projects to certain limited areas within the Cocoa Village is consistent with the City's and Agency's redevelopment plans and will help ensure the long-term viability and vibrancy of the Cocoa Village as a distinct, attractive, and safe place to live, work, and visit; and

WHEREAS, the City Council established the Cocoa Waterfront Overlay District ("CWOD") to implement the Cocoa Waterfront Mater Plan, dated November 2008, as updated in 2018 (the "Plan"), which requires the regulation of properties by sub-district that address design, scale, and appearance of developing property within the Cocoa Redevelopment Area; and

WHEREAS, the Plan recognizes, from a land use and redevelopment perspective, that the City needs to capture more local residential market revenue in the Cocoa Village, fill out and redevelop vacant land or old non-historical buildings around the Cocoa Village (including with large, vertical mixed-use buildings), reduce crime by getting more eyes on the street by increasing the number of full-time residents in the Cocoa Village, creating an 18-24 hour mixed-use place in the Cocoa Village, and consolidating parking to free-up land for infill development; and

WHEREAS, in furtherance of the Cocoa Waterfront Master Plan, the City Council continues to strive and make investments towards positioning and revitalizing the Cocoa Village as socially and economically supportive of the downtown waterfront area and community at large; and

WHEREAS, the City Council and Agency are prepared to continue to reinvest in its signature downtown waterfront to expand and revitalize the use of the waterfront for all residents and to increase the number of residential units within the Cocoa Village by affording enhanced redevelopment opportunities to construct large, vertical mixed-use projects with higher densities within certain limited areas of the Cocoa Village (expanding to the South End subdistrict) which are deemed suitable by the City Council for such redevelopment by Development Agreement setting forth terms and conditions deemed necessary and acceptable to the City Council in accordance with the long term vision of the downtown waterfront area and the community at large; and

WHEREAS, increasing the number of housing options and full-time residents in the Cocoa Village will promote a sense of livability and place, boost local businesses and community

engagement, and will enhance and revitalize the Cocoa Village's personality and ambiance consistent with the Plan and long-standing goals of the City of Cocoa and the Agency; and

WHEREAS, the Plan identifies the 915 Florida Avenue property as a high priority and catalytic redevelopment site within the redevelopment area, the redevelopment of which will stimulate economic growth in the South End of the Cocoa Village and provide a supportive residential population for the businesses within the Cocoa Village; and

WHEREAS, 915 Florida Avenue property is currently vacant and was acquired by the City for purposes of redevelopment of the former Oaks mobile home park that previously occupied the property; and

WHEREAS, the Cocoa Waterfront Overlay District is also intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area and South End, and is defined by recognizable geographic boundaries that are suitable for establishing location criteria for new large, vertical mixed-use projects that will serve as a catalyst to enhance and compliment the City's downtown waterfront area and community at large; and

WHEREAS, the City Council desires to provide redevelopment opportunities for higher residential densities in high quality, large, vertical mixed-use buildings in the South End by proven and experienced developers that are capable of constructing such projects consistent and compatible with the City's vision, Plan, and Agency Plan; and

WHEREAS, the City Council finds that the comprehensive plan amendment set forth in this Ordinance is necessary to allow the City to maximize the potential mixed-use redevelopment opportunities and benefits contemplated by the Plan and the Agency's Plan;

WHEREAS, the City Council of the City of Cocoa previously adopted, in Ordinance No. 07-2022, amendments to the Comprehensive Plan Future Land Use Element allowing for the development of high density residential mixed-use projects, with up to 125 dwelling units per acre subject to an approved Development Agreement, for certain limited properties within the Cocoa Village subdistrict of the Waterfront Overlay District, and the City Council finds that adopting a similar Comprehensive Plan amendment for certain City-owned property within the South End will encourage further redevelopment and revitalization of the Waterfront Overlay District; and

WHEREAS, allowing the construction of high-density residential mixed-use projects within the urban core of the Cocoa Village, including the South End, also provides for the economical use of City resources and infrastructure and provides opportunities for significant work, live, and recreation options that will allow residents to reduce their automobile dependence and live a more sustainable lifestyle; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate government interest related to implementing the goals and objectives set forth in the Cocoa Waterfront Master Plan, Agency Redevelopment Plan, and promoting catalyst redevelopment opportunities that will

improve the social and economic interests of the City of Cocoa including revitalizing the South End; and

WHEREAS, the City Council of the City of Cocoa hereby finds this Ordinance is in the best interest of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Element. The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

I - FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	Neighborhood Commercial	Regional Activity Center	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor

area of 500,000 sq. ft. for all structures.

6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Policy 1.1.2.6: Mixed-Use (MU).

(a). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.

B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed use project a bonus of up to 5 units per acre may be achieved, excluding projects approved by city council pursuant to subsection (b).

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

(b). Notwithstanding the maximum density stated in Figure FLU 1, a maximum density of up to 125 dwelling units per acre may be permitted for a specific redevelopment project with residential housing units developed as part of a vertical mixed-use project, subject to the discretion of the City Council and following conditions:

A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict or South End Subdistrict on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (~~shaded~~ outlined) on the following map:



[NEW]

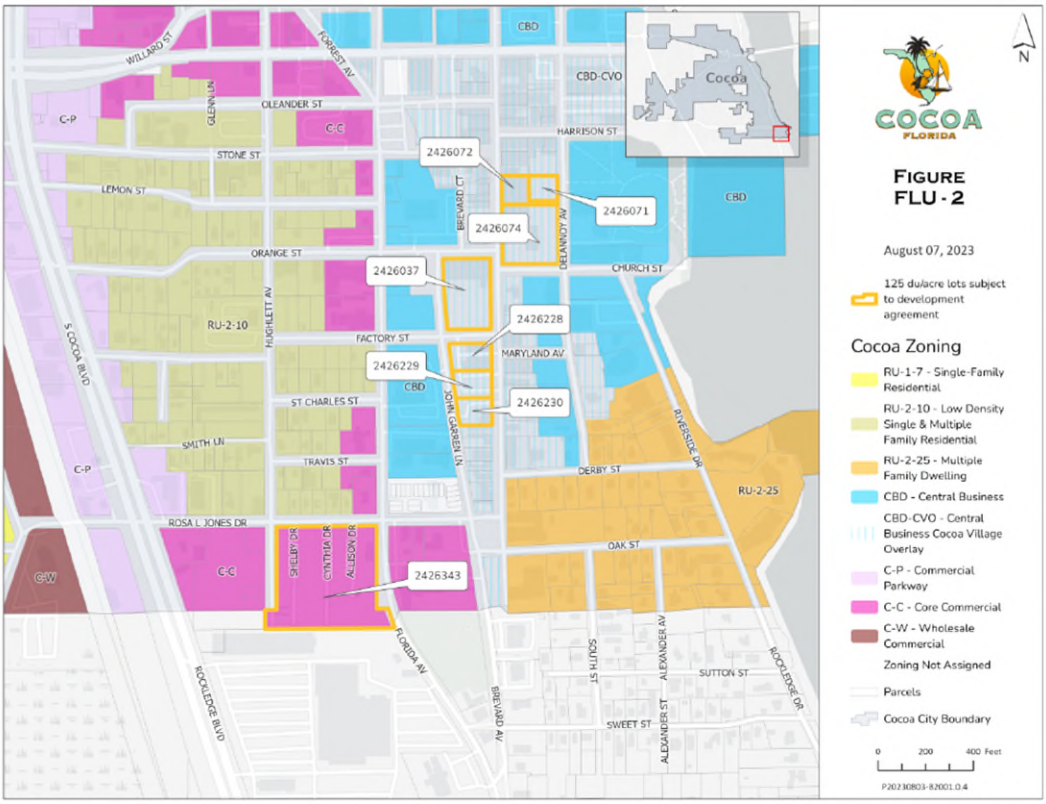


FIGURE FLU-2

B. The vertical mixed-use project is on property upon which a Commercial/Mixed Use Large (CL) building type is permitted on the Cocoa Waterfront Overlay District Regulating Plan; and

C. The maximum density for the project is approved by the City Council by a development agreement after considering the following factors:

(i). Economic and social benefits to the City and Community Redevelopment Agency;

(ii). Aesthetic quality and character, architectural design, and physical and visual scale;

(iii). Any proposed enhancements that a developer will commit to completing by development agreement that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the City Code and will serve the public health, safety, and welfare of the citizens and visitors of Cocoa;

(iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district;

(v). Impact upon public facilities;

(vi). Adequacy of on-site parking and impact of off-site parking;

(vii). Consistency with the CRA Community Redevelopment Plan and Waterfront Master Plan;

(viii). Proven first-hand experience of the developer to successfully complete one or more projects of such physical and visual scale and design, as evidenced by a written portfolio identifying and describing previously completed or substantially completed projects by the developer;

(ix). The negotiated terms and conditions of the development agreement including a development schedule deemed acceptable to the City Council;

(x). Impact on environmental concerns and incorporation of "green" community designs;

(xi). In the discretion of the City Council, a recommendation from the Cocoa Community Redevelopment Agency if the project could foreseeably affect or impact the Agency or the Agency's Redevelopment Plan, or require an Agency contribution to support the project;

(xii). Compliance with the applicable land development regulations and comprehensive plan policies;

(xiii). Any other factors as may be deemed relevant by the City Council.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, **MMC, City Clerk**

Legal Ad: _____

LPA/P&Z: _____

First Reading: _____

Legal Ad:_____

Second Reading: _____

Effective Date: _____



915 Florida Avenue Location

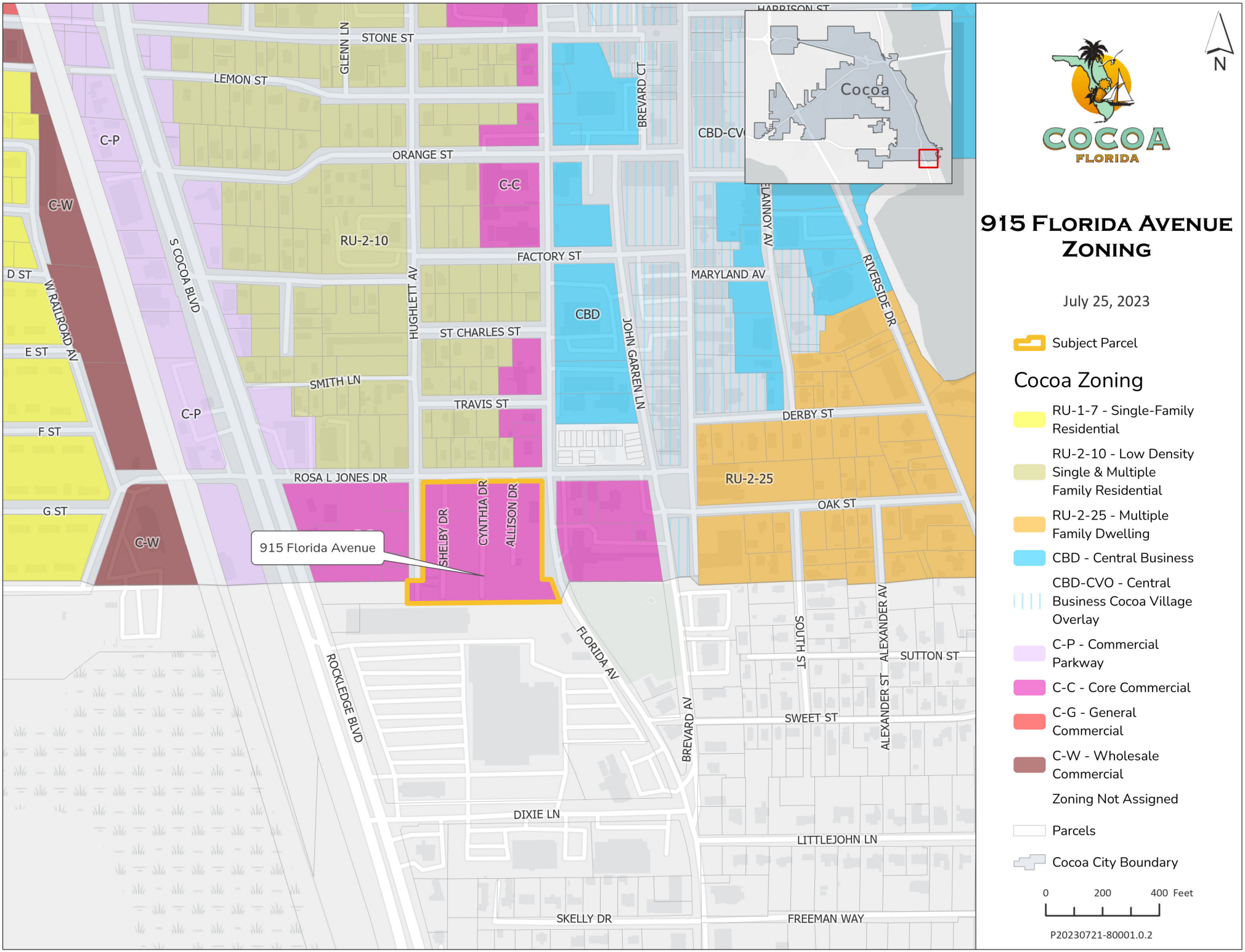
July 25, 2023

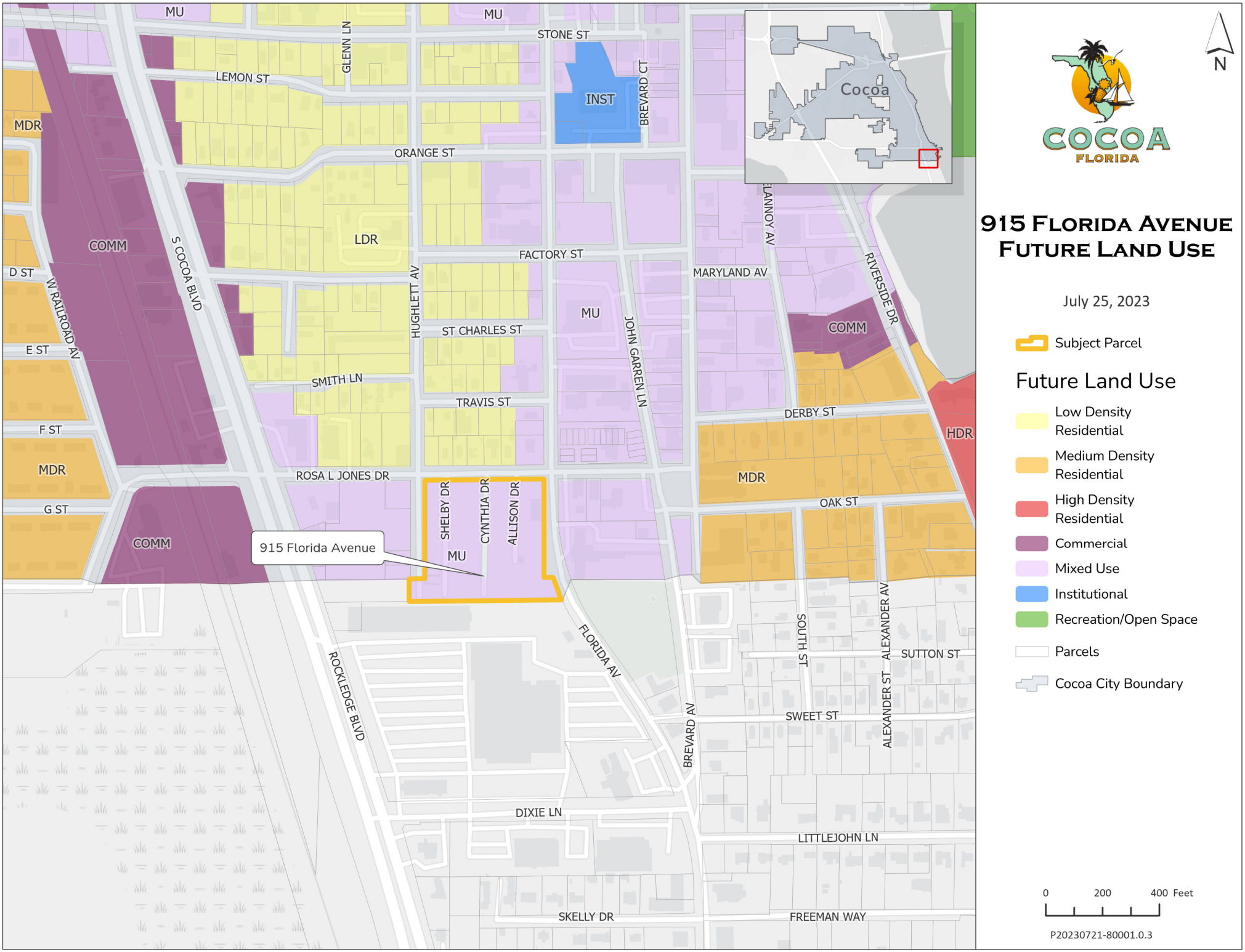
- Subject Parcel
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230721-80001.0.1


915 Florida Avenue
Zoning
July 25, 2023
Subject Parcel
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-10 - Low Density Single & Multiple Family Residential
RU-2-25 - Multiple Family Dwelling
CBD - Central Business
CBD-CVO - Central Business Cocoa Village Overlay
C-P - Commercial Parkway
C-C - Core Commercial
C-G - General Commercial
C-W - Wholesale Commercial
Zoning Not Assigned
Parcels
Cocoa City Boundary
0 200 400 Feet
P20230721-80001.0.2
N
Cocoa
915 Florida Avenue
STONE ST
LEMON ST
GLENN LN
BREVARD CT
ORANGE ST
C-P
C-C
C-W
RU-2-10
FACTORY ST
CBD
MARYLAND AV
RIVERSIDE DR
D ST
W RAILROAD AV
S COCOA BLVD
HUGHLETT AV
JOHN GARREN LN
ST CHARLES ST
E ST
SMITH LN
TRAVIS ST
DERBY ST
F ST
ROSA L JONES DR
SHELBY DR
CYNTHIA DR
ALLISON DR
RU-2-25
OAK ST
G ST
FLORIDA AV
SOUTH ST
ALEXANDER AV
SUTTON ST
ROCKLEDGE BLVD
SWEET ST
DIXIE LN
LITTLEJOHN LN
SKELLY DR
FREEMAN WAY



915 Florida Avenue Future Land Use

July 25, 2023

- Subject Parcel

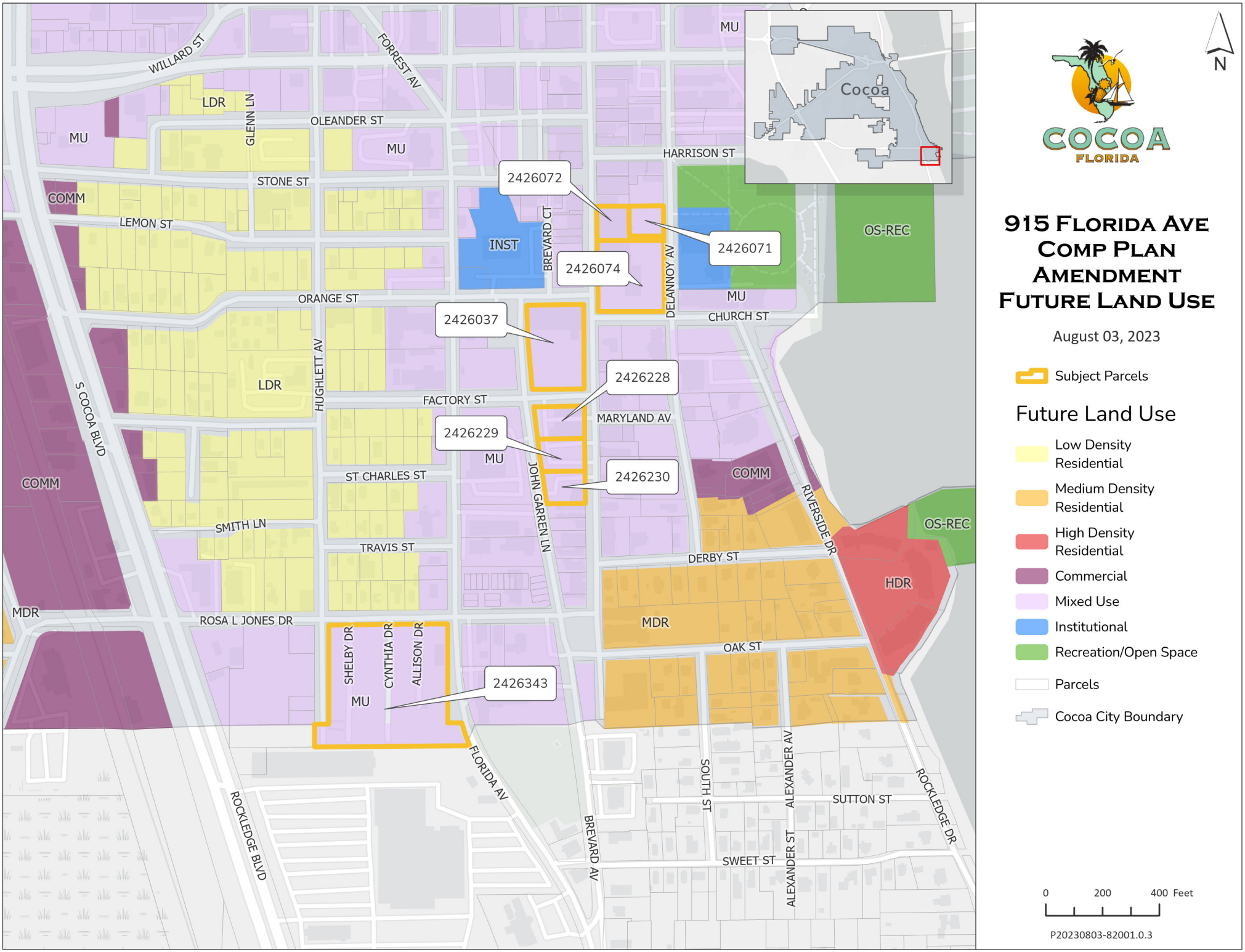
Future Land Use

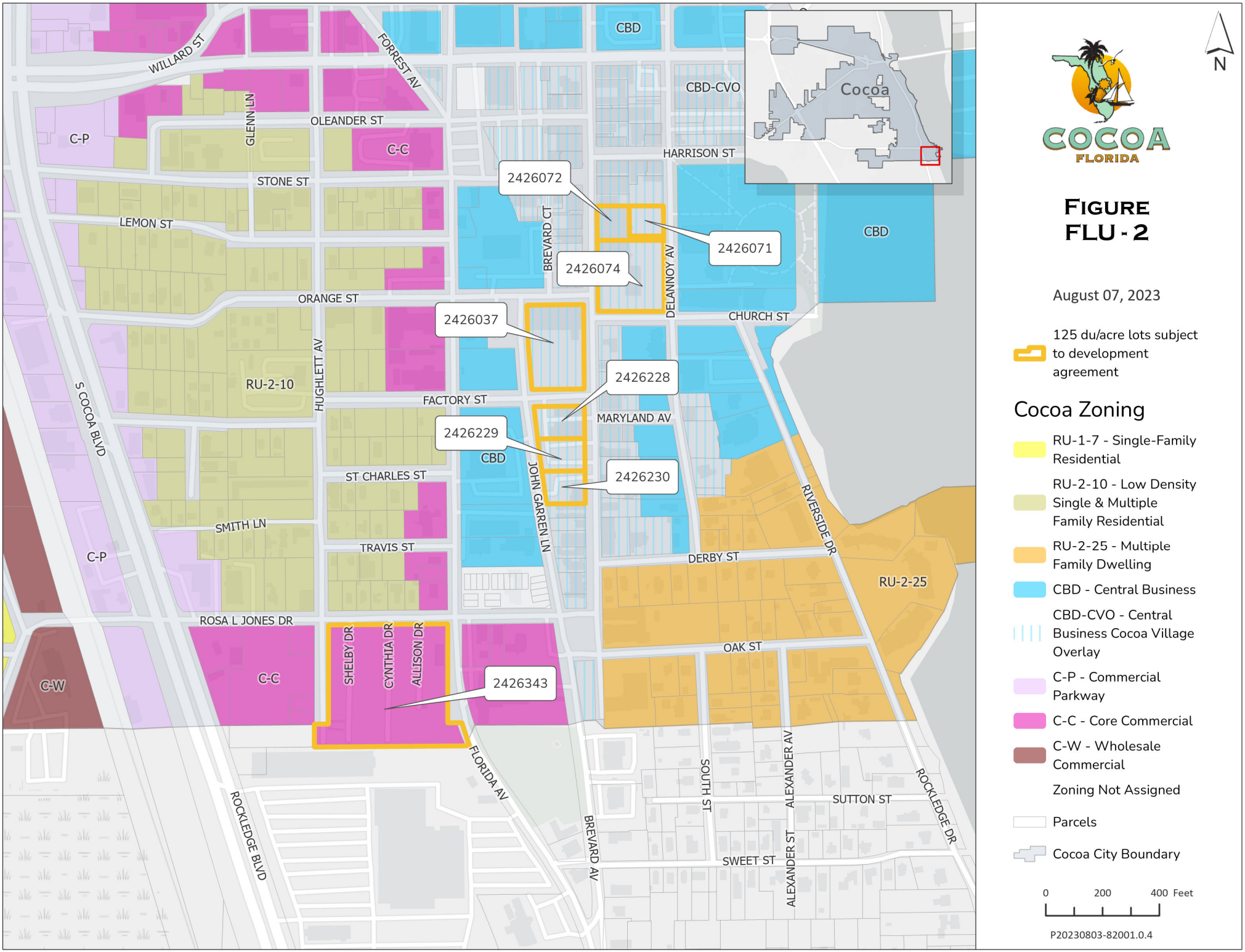
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use
- Institutional
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230721-80001.0.3


WILLARD ST
FORREST AV
LDR
GLENN LN
OLEANDER ST
MU
MU
MU
HARRISON ST
Cocoa
STONE ST
COMM
LEMON ST
2426072
INST
BREVARD CT
2426074
2426071
DELANNOY AV
OS-REC
ORANGE ST
MU
CHURCH ST
2426037
HUGHLETT AV
LDR
2426228
FACTORY ST
MARYLAND AV
S COCOA BLVD
2426229
MU
COMM
ST CHARLES ST
2426230
JOHN GARREN LN
COMM
RIVERSIDE DR
OS-REC
SMITH LN
TRAVIS ST
DERBY ST
HDR
MDR
MDR
ROSA L JONES DR
OAK ST
SHELBY DR
CYNTHIA DR
ALLISON DR
2426343
MU
FLORIDA AV
SOUTH ST
ALEXANDER AV
SUTTON ST
ROCKLEDGE DR
ROCKLEDGE BLVD
BREVARD AV
SWEET ST
ALEXANDER ST
N
COCOA
FLORIDA
915 Florida Ave Comp Plan Amendment Future Land Use
August 03, 2023
Subject Parcels
Future Land Use
Low Density Residential
Medium Density Residential
High Density Residential
Commercial
Mixed Use
Institutional
Recreation/Open Space
Parcels
Cocoa City Boundary
0
200
400 Feet
P20230803-82001.0.3



COCOA
FLORIDA

FIGURE FLU - 2

August 07, 2023

125 du/acre lots subject to development agreement

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- RU-2-25 - Multiple Family Dwelling
- 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
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20230803-82001.0.4

EXHIBIT "A"

Proposed Update to Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

8/8/2023

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(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 allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved subject to the discretion of the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of Cocoa Village and respective subdistrict, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

Additional building type allowed for this parcel only

Required minimum and maximum street setback (in feet)

Break in street setback dimension

Right of way line (beginning point of street setback measurment)

Internal Lot Line

promote the development and redevelopment of property in the Central Business District in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty, which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous water walks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use, pedestrian-oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

The **Heart of Cocoa** Sub-District has been subject to a Federal Consent Decree since 1990. The original voluminous consent decree was replaced by a substantially streamlined Substitute Federal Consent Decree on January 28, 2009. The Substitute Consent Decree requires the City maintain the low-density residential character of the Heart of Cocoa; and encourages 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. Moreover, the Substitute Consent Decree encourages production and development of affordable houses by the private sector in the Heart of Cocoa. 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.

In the **South of the Village** Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. 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. This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard.

The **South End** Sub-District, located to the east and bordering the **South of the Village** Sub-District, mainly consists of single family residential, multi-family apartments/condominiums and high rise developments.

The King Street and Willard Street Corridor Sub-District consists of mainly commercial development and provides for opportunities of mixed-use and multi-family high rise developments.

The **Waterfront** Sub-District is characterized by multi-story, multi-family residential units.

Many of the lots in the Sub-Districts by themselves are inadequately sized and constrained by utility infrastructure (mainly electric), to be redeveloped as mixed-use and multi-family apartments or high rise condominiums. Thus, the need for the assemblage of land to facilitate a suitable redevelopment project yielding the highest and best use for the respective land. Additionally, and critically important, the City through its various EPA Brownfields Grants have determined several properties environmentally constrained as they are contaminated or suffer from the perception of contamination. Bisecting the heart of the Cocoa CRA is the former Flagler Rail Line, and railroad tracks are use of which contamination is commonly associated. Some properties have been confirmed to have no recognized environmental

several fundamentally new ideas for Cocoa's Waterfront: diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete piers; a managed mooring field with support facilities, including a harbor master building, pump out and boater services; a relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park, to serve the CRA, the City and the Region; re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water; and opening the waterfront view to property on Delannoy Avenue by relocating the existing civic center.

While Cocoa Village, the core of downtown, continues to exude a strong sense of place and regional identity, its downtown context is fraying due to the impact of high-speed roads and its disconnection from the waterfront. The nearby neighborhoods do not have a solid connection to downtown or the waterfront because the vibrancy of Cocoa Village is limited to Brevard and Delannoy Avenues with emergence of the Florida Avenue area. This characterizes the general circumstances currently challenging the extended success of Cocoa Village, but the following describes the specific physical features observed to be major factors for the improvement of the downtown district.

Urban Form

- The basic pattern of blocks and buildings in the CRA is of a pedestrian scale, most of the district is walkable and yet convenient and accessible to motorists.
- Buildings are generally 2-4 stories in heights in core of Cocoa Village and several are of historic significance or are otherwise charming architecturally.
- The waterfront is an important community asset. Connectivity to the Village is hindered due to the lack of public streets and the presence of large private development.
- There is a good mix of commercial and office uses in the Village, but a lack of quality residential development within.

Transportation

- SR 520 is a major conduit to Merritt Island and Cocoa Beach consisting of a six-lane roadway designed with one-way pairs (King Street eastbound and Willard Street westbound) navigating through the RDA district. The current design creates a hostile barrier for pedestrians seeking to connect between Cocoa Village and the North Forrest Avenue community.
- Brevard and Delannoy Avenues operate as one-way pairs through most of the Village; channeling traffic on one-way streets is less safe for pedestrians and less attractive to shop owners who seek optimal vehicular accessibility.
- Florida Avenue is the former Dixie Highway, the historically north-south path through Cocoa. There is a burgeoning urban commercial corridor along Florida Avenue, with a new streetscape from the southern City limits to SR 520. This streetscape created additional parking, pedestrian accessibility on both sides of the road and a quaint landscaping, inviting to residents and visitors.
- Federal East Coast Railroad (FEC) is located along the western boundary of the redevelopment area. Located at the intersection of US1 and Rosa L Jones Blvd is the site of the future FEC Rail Station. This site has been identified as a potentially viable location for a future passenger rail stop.

High, Medium, and Low Priority Projects

HIGH PRIORITY PROJECTS

A. Waterfront Projects
Dinghy Docks
T-Dock and Extension
Day Slips
New Fishing Pier, East Lee Wenner Park
Shoreline Stabilization
**The City is reconstructing the facilities through grants, etc. as they existed prior to Hurricane Irma. The CRA will fund enhancements.*

B. Historic Cocoa Village
New Civic Center
Lee Wenner Park Renovations **
***Agreement attached as an Appendix*
Promenade Reconstruction
Promenade Overlooks
Support Building for Amphitheatre
Identify Gateway Locations and Develop Wayfinding Package
6 Forrest Avenue Entrance Features
Gateways and Signage

C. Uptown District
Street and Sidewalk Improvement Program
Landscape Standards
Signage Regulations
Land Use Provisions

D. Streets
Municipal Parking/Shared Parking Facilities/ Additional On Street Parking
Street Tree Program
Streetscape Reconstruction

E. Catalyst Mixed Use Redevelopment Sites
Redevelopment of 603 Brevard Avenue
Redevelopment of 915 Florida Avenue

F. The Heart of Cocoa
Creation of Workforce Housing
Façade Grant Program
Paint Program

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
F	**The Heart of Cocoa**					
	Workforce Housing and Community Development					
1	Comprehensive Investment Strategy			N/A	Consider a comprehensive investment strategy for residential enhancement and community development	
	Public Parks and Infrastructure					
2	Catalyst Park Site	Low	5-7 Years	**$950,000**	Acquire land for a public park and small residential development at the corner of Hughlett Avenue and Factory Street	
	Total Heart of Cocoa CRA Projects			**$950,000**		
G	**Waterfront Neighborhood Infill Development**					
1	Single Family Infill			N/A	Support continued redevelopment of single-family homes and renovation of historic residences and Incentivize townhome infill development with appropriate site design standards	
2	Multi-Family Infill			N/A		
	Total Waterfront Neighborhood Infill Projects			**$0.00**		
H	**South of Cocoa Village**					
1	Residential Infill Node			$75,000	Residential Infill Node Consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land	
2	Major Mixed Use Node (Rockledge/Cocoa City Line)			$100,000	Consider a consolidated planning/development effort with the City of Rockledge relative to the immediately abutting property known as the Sears Town Site (existing power center on US-1); prepare an RFP for development proposals	
	Total South of Cocoa Village Projects			**$175,000.00**		
I	**State Road 520 Corridor**					
1	King Street and Willard Street Improvements Option A	Medium	3-5 Years	$975,000	Add palm trees to King and Willard Street and improve existing sidewalks;	**FDOT Project -** CRA initiated a preliminary study of the SR520 corridor, of which SCTPO/FDOT subsequently conducted a more detailed corridor study. Staff will continue to work with FDOT/SCTPO on accelerating funding, certain improvements may require CRA financial participation.
2	King Street and Willard Street Improvements Option B	Low	5-7 Years	$8,550,000	Reduce travel lane widths, widen sidewalks, and install shade trees	
3	Improve Intersections at King/Brevard & Willard/Brevard Streets	Medium	3-5 Years	$1,600,000	Improve intersections at King/Brevard and Willard/Brevard to reduce pedestrian crossing distance and increase intersection visibility (highly visible pavement treatment and clear sightlines) -	
4	Promote Vehicular Cross Access from King or Willard Streets	Medium	3-5 Years	N/A	Promote vehicular cross access between businesses that front King or Willard Street	
	Total State Road 520 Corridor Projects (Option A)* **			**$ 2,575,000**		
	Total State Road 520 Corridor Projects (Option B)			**$ 10,150,000**		

Excerpt Pages from the 2022 Cocoa CRA Plan Update

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Dr. Mark J. Rendell, Ed.D., Superintendent

August 11, 2023

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

RE: Proposed FLU Amendment
430, 505, and 630 Brevard Ave., Cocoa, FL 32922
915 Florida Ave., Cocoa, FL 32922

Dear Mr. Stockton,

We completed a cursory preliminary review for the referenced development. The subject property is comprised of Tax Parcel ID numbers: 24-36-33-39-B-8, 24-36-33-39-B-7, and 24-36-33-39-B-11 containing a total of approximately 4.53 acres along Brevard Avenue; and Tax Parcel ID number: 24-36-33-80-23 containing approximately 4.32 acres along Florida Avenue in the City of Cocoa, Florida. The proposed development includes development of multiple parcels, consisting of a total of 835 multi-family homes within the same school zones. The School Impact Analysis of this proposed development has been undertaken and the following information is provided for your use based on the information provided by the City shown below:

1. Brevard Avenue:

Address	Property Type	FAR/Commercial Use#	Residential Units	Acres	DU/acre
430 Brevard	Mixed Use	10,000 sq. ft. Co-working and 3,000 sq. ft. retail	243	1.95	125
505 Brevard	Mixed Use	16,754 sq. ft. Bank	166	1.33	125
630 Brevard*	Hotel	107 Hotel rooms, 4,885 sq. ft. Retail, 6,798 sq. ft. Restaurant and Bar	*156*	1.25	125
Total			565	4.53	

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x11418 • FAX: (321) 633-4646

An Equal Opportunity Employer

2. 915 Florida Avenue:

Address	Property Type	FAR/Comm Use	Residential Units	Acres	DU/Acre
915 Florida	Mixed Use	50% Residential/50% Commercial	270	4.32	125

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 and Amended Appendix "A"-School District Student Generation Multiplier (approved April 11, 2022) of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in the *Brevard County Public Schools Financially Feasible Plan for School Years 2022-23 to 2027-28 which* is attached for reference.

Multi-Family Homes	835		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.11	91.85	92
Middle	0.02	16.7	17
High	0.05	41.75	42
Total	0.18		**151**

FISH Capacity (including relocatable classrooms) from the Financially Feasible Plan (FFP) Data and Analysis for School Years 2023-24 to 2027-28

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	910	910	910	910	910
McNair	616	616	616	616	616
Rockledge	1,836	1,836	1,836	1,836	1,836

Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	669	614	600	572	545
McNair	369	346	354	337	347
Rockledge	1,559	1,640	1,699	1,693	1,620

Students Generated by Newly Issued SCADL Reservations Since FFP

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	-	-	-	-	-
McNair	-	-	-	-	-
Rockledge	-	-	-	-	-

Cumulative Students Generated by Proposed Development

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	-	-	92	92	92
McNair	-	-	17	17	17
Rockledge	-	-	42	42	42

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	669	614	692	664	637
McNair	369	346	371	354	364
Rockledge	1,559	1,640	1,741	1,735	1,662

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	241	296	218	246	273
McNair	247	270	245	262	252
Rockledge	277	196	95	101	174

At this time, Tropical Elementary School, McNair Middle School and Rockledge High School are projected to have enough capacity for the total of projected and potential students from the proposed FLU amendment.

This is a **non-binding** review; a *Concurrency Determination* must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

Karen M. Black, AICP
Manager – Facilities Planning & Intergovernmental Coordination
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Financially Feasible Plan for School Years 2022-23 to 2027-28*

Brevard County Public Schools

Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service

Data and Analysis for School Years 2022-23 to 2027-28

Summary	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Highest Utilization Elementary Schools:	93%	99%	100%	99%	99%	100%
Highest Utilization Middle Schools:	88%	88%	94%	92%	91%	100%
Highest Utilization Jr / Sr High Schools:	83%	83%	81%	78%	77%	76%
Highest Utilization High Schools:	107%	99%	97%	98%	100%	100%

				School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
School	Type	Grades	Utilization Factor	FISH Capacity	10/14/22 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concurrency Service Areas																					
Allen	Elementary	PK-6	100%	751	598	80%	751	598	80%	751	635	85%	751	704	94%	751	720	96%	773	766	99%
Andersen	Elementary	K-6	100%	884	568	64%	884	568	64%	884	549	62%	884	537	61%	884	530	60%	884	501	57%
Apollo	Elementary	K-6	100%	902	731	81%	902	731	81%	902	749	83%	902	753	83%	902	736	82%	902	718	80%
Atlantis	Elementary	PK-6	100%	739	620	84%	739	620	84%	739	608	82%	739	596	81%	739	585	79%	739	572	77%
Audubon	Elementary	PK-6	100%	761	450	59%	761	450	59%	761	435	57%	761	422	55%	761	419	55%	761	426	56%
Cambridge	Elementary	PK-6	100%	787	495	63%	787	495	63%	787	511	65%	787	505	64%	787	510	65%	787	524	67%
Cape View	Elementary	PK-6	100%	570	305	54%	570	288	51%	570	309	54%	570	314	55%	570	315	55%	570	329	58%
Carroll	Elementary	K-6	100%	751	626	83%	751	633	84%	751	643	86%	751	623	83%	751	619	82%	751	628	84%
Challenger 7	Elementary	PK-6	100%	573	503	88%	573	503	88%	573	474	83%	573	462	81%	573	433	76%	573	413	72%
Columbia	Elementary	PK-6	100%	751	506	67%	751	512	68%	751	531	71%	751	522	70%	751	538	72%	751	538	72%
Coquina	Elementary	K-6	100%	711	560	79%	711	560	79%	711	565	79%	711	602	85%	711	590	83%	711	585	82%
Creel	Elementary	PK-6	100%	1,114	626	56%	1,114	660	59%	1,114	668	60%	1,114	668	60%	1,114	667	60%	1,114	658	59%
Croton	Elementary	PK-6	100%	795	488	61%	795	488	61%	795	514	65%	795	528	66%	795	542	68%	795	542	68%
Discovery	Elementary	PK-6	100%	980	643	66%	980	664	68%	980	675	69%	980	671	68%	980	720	73%	980	761	78%
Endeavour	Elementary	PK-6	100%	968	719	74%	968	750	77%	968	717	74%	968	707	73%	968	674	70%	968	671	69%
Enterprise	Elementary	K-6	100%	729	597	82%	729	597	82%	729	578	79%	729	552	76%	729	538	74%	729	529	73%
Fairglen	Elementary	PK-6	100%	789	617	78%	789	617	78%	789	617	78%	789	632	80%	789	635	80%	789	625	79%
Gemini	Elementary	K-6	100%	711	468	66%	711	477	67%	711	465	65%	711	468	66%	711	455	64%	711	457	64%
Golfview	Elementary	PK-6	100%	777	441	57%	777	441	57%	777	460	59%	777	481	62%	777	489	63%	777	503	65%
Harbor City	Elementary	PK-6	100%	629	403	64%	629	405	64%	629	457	73%	629	474	75%	629	494	79%	629	509	81%
Holland	Elementary	PK-6	100%	605	432	71%	605	450	74%	605	451	75%	605	444	73%	605	442	73%	605	431	71%
Imperial Estates	Elementary	K-6	100%	729	659	90%	729	684	94%	729	712	98%	729	724	99%	751	742	99%	795	779	98%
Indialantic	Elementary	K-6	100%	798	686	86%	798	686	86%	798	685	86%	798	671	84%	798	676	85%	798	651	82%
Jupiter	Elementary	PK-6	100%	930	729	78%	930	735	79%	930	801	86%	930	882	95%	974	940	97%	1,040	1,030	99%
Lockmar	Elementary	PK-6	100%	892	585	66%	892	585	66%	892	569	64%	892	552	62%	892	558	63%	892	559	63%
Longleaf	Elementary	PK-6	100%	790	631	80%	790	637	81%	790	613	78%	790	590	75%	790	563	71%	790	528	67%
Manatee	Elementary	K-6	100%	998	898	90%	998	910	91%	998	889	89%	998	845	85%	998	888	89%	998	881	88%
McAuliffe	Elementary	PK-6	100%	838	621	74%	838	621	74%	838	580	69%	838	568	68%	838	553	66%	838	528	63%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	825	74%	1,114	825	74%	1,114	779	70%	1,114	773	69%	1,114	805	72%	1,114	843	76%
Meadowlane Primary	Elementary	K-6	100%	824	651	79%	824	666	81%	824	660	80%	824	630	76%	824	618	75%	824	613	74%
Mila	Elementary	PK-6	100%	707	435	62%	707	435	62%	707	439	62%	707	396	56%	707	383	54%	707	362	51%
Mims	Elementary	PK-6	100%	725	464	64%	725	464	64%	725	481	66%	725	512	71%	725	525	72%	725	513	71%
Oak Park	Elementary	PK-6	100%	968	505	52%	968	505	52%	968	471	49%	968	478	49%	968	475	49%	968	447	46%
Ocean Breeze	Elementary	PK-6	100%	654	554	85%	654	550	84%	654	542	83%	654	533	81%	654	534	82%	654	531	81%
Palm Bay Elem	Elementary	PK-6	100%	983	586	60%	983	613	62%	983	610	62%	983	627	64%	983	630	64%	983	636	65%
Pinewood	Elementary	PK-6	100%	569	521	92%	591	521	88%	591	541	92%	613	572	93%	613	598	98%	613	600	98%
Port Malabar	Elementary	PK-6	100%	852	640	75%	852	640	75%	852	683	80%	852	746	88%	852	760	89%	852	795	93%
Quest	Elementary	PK-6	100%	932	693	74%	932	693	74%	932	684	73%	932	681	73%	932	685	73%	932	697	75%
Riviera	Elementary	PK-6	100%	777	699	90%	777	714	92%	777	718	92%	799	780	98%	843	827	98%	887	866	98%
Roosevelt	Elementary	K-6	100%	599	288	48%	599	298	50%	599	269	45%	599	256	43%	599	239	40%	599	220	37%
Sabal	Elementary	PK-6	100%	785	500	64%	785	500	64%	785	503	64%	785	516	66%	785	534	68%	785	535	68%
Saturn	Elementary	PK-6	100%	998	649	65%	998	649	65%	998	677	68%	998	821	82%	998	794	80%	998	786	79%
Sea Park	Elementary	PK-6	100%	461	337	73%	461	337	73%	461	327	71%	461	321	70%	461	326	71%	461	329	71%
Sherwood	Elementary	PK-6	100%	609	459	75%	609	459	75%	609	458	75%	609	459	75%	609	450	74%	609	441	72%
Sunrise	Elementary	PK-6	100%	913	759	83%	913	767	84%	913	836	92%	935	908	97%	1,023	1,004	98%	1,067	1,067	100%
Suntree	Elementary	K-6	100%	755	600	79%	755	602	80%	755	561	74%	755	541	72%	755	516	68%	755	480	64%
Surfside	Elementary	K-6	100%	541	442	82%	541	442	82%	541	425	79%	541	418	77%	541	417	77%	541	407	75%
Tropical	Elementary	K-6	100%	910	669	74%	910	669	74%	910	614	67%	910	600	66%	910	572	63%	910	545	60%
Turner	Elementary	PK-6	100%	874	555	64%	874	564	65%	874	589	67%	874	647	74%	874	675	77%	874	691	79%
University Park	Elementary	PK-6	100%	811	487	60%	811	487	60%	811	545	67%	811	592	73%	811	642	79%	811	658	81%
Viera Elem	Elementary	K-6	100%	1,030	695	67%	1,030	717	70%	1,030	759	74%	1,030	857	83%	1,030	926	90%	1,074	1,061	99%
Westside	Elementary	K-6	100%	857	799	93%	857	846	99%	923	922	100%	989	974	98%	1,033	988	96%	1,099	1,100	100%
Williams	Elementary	PK-6	100%	715	451	63%	715	450	63%	715	443	62%	715	414	58%	715	411	57%	715	415	58%
Elementary Totals				**42,215**	**30,468**		**42,237**	**30,778**		**42,303**	**30,996**		**42,435**	**31,549**		**42,677**	**31,905**		**43,007**	**32,280**	

School	Type	Grades	Utilization Factor	School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
				FISH Capacity	10/14/22 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Middle School Concurrency Service Areas																					
Central	Middle	7-8	90%	1,514	1,129	75%	1,514	1,129	75%	1,514	1,158	76%	1,514	1,228	81%	1,514	1,289	85%	1,514	1,377	91%
DeLaura	Middle	7-8	90%	960	842	88%	960	844	88%	960	902	94%	960	820	85%	960	789	82%	960	826	86%
Hoover	Middle	7-8	90%	680	505	74%	680	505	74%	680	534	79%	680	574	84%	680	577	85%	680	588	86%
Jackson	Middle	7-8	90%	660	550	83%	660	550	83%	660	545	83%	660	538	82%	660	555	84%	660	588	89%
Jefferson	Middle	7-8	90%	873	608	70%	873	608	70%	873	600	69%	873	609	70%	873	563	64%	873	548	63%
Johnson	Middle	7-8	90%	1,064	610	57%	1,064	610	57%	1,064	650	61%	1,064	698	66%	1,064	753	71%	1,064	825	78%
Kennedy	Middle	7-8	90%	869	671	77%	869	671	77%	869	687	79%	869	670	77%	869	669	77%	869	677	78%
Madison	Middle	7-8	90%	781	446	57%	781	453	58%	781	484	62%	781	452	58%	781	476	61%	781	593	76%
McNair	Middle	7-8	90%	616	365	59%	616	369	60%	616	346	56%	616	354	57%	616	337	55%	616	347	56%
Southwest	Middle	7-8	90%	1,230	920	75%	1,230	920	75%	1,230	1,024	83%	1,230	1,127	92%	1,289	1,174	91%	1,289	1,285	100%
Stone	Middle	7-8	90%	1,076	668	62%	1,076	708	66%	1,076	799	74%	1,076	823	76%	1,076	890	83%	1,076	977	91%
Middle Totals				**10,323**	**7,314**		**10,323**	**7,367**		**10,323**	**7,729**		**10,323**	**7,893**		**10,382**	**8,072**		**10,382**	**8,631**	
Junior / Senior High School Concurrency Service Areas																					
Cocoa	Jr / Sr High	PK, 7-12	90%	2,097	1,545	74%	2,097	1,536	73%	2,097	1,555	74%	2,097	1,525	73%	2,097	1,518	72%	2,097	1,470	70%
Cocoa Beach	Jr / Sr High	7-12	90%	1,445	983	68%	1,445	1,000	69%	1,445	1,000	69%	1,445	941	65%	1,445	928	64%	1,445	867	60%
Space Coast	Jr / Sr High	7-12	90%	1,852	1,534	83%	1,852	1,534	83%	1,852	1,505	81%	1,852	1,450	78%	1,852	1,428	77%	1,852	1,402	76%
Jr / Sr High Totals				**5,394**	**4,062**		**5,394**	**4,070**		**5,394**	**4,060**		**5,394**	**3,916**		**5,394**	**3,874**		**5,394**	**3,739**	
Senior High School Concurrency Service Areas																					
Astronaut	High	9-12	95%	1,451	1,109	76%	1,451	1,109	76%	1,451	1,123	77%	1,451	1,129	78%	1,451	1,164	80%	1,451	1,158	80%
Bayside	High	9-12	95%	2,263	1,851	82%	2,263	1,885	83%	2,263	2,023	89%	2,263	2,099	93%	2,263	2,175	96%	2,382	2,371	100%
Eau Gallie	High	PK, 9-12	95%	2,221	1,582	71%	2,221	1,582	71%	2,221	1,597	72%	2,221	1,625	73%	2,221	1,631	73%	2,221	1,693	76%
Heritage	High	9-12	95%	2,314	2,033	88%	2,314	2,055	89%	2,314	2,065	89%	2,314	2,057	89%	2,314	2,099	91%	2,314	2,171	94%
Melbourne	High	9-12	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,248	95%	2,370	2,284	96%	2,370	2,345	99%
Merritt Island	High	PK, 9-12	95%	1,962	1,546	79%	1,962	1,546	79%	1,962	1,512	77%	1,962	1,457	74%	1,962	1,437	73%	1,962	1,454	74%
Palm Bay	High	PK, 9-12	95%	2,657	1,483	56%	2,657	1,495	56%	2,657	1,581	60%	2,657	1,683	63%	2,657	1,704	64%	2,657	1,700	64%
Rockledge	High	9-12	95%	1,836	1,559	85%	1,836	1,559	85%	1,836	1,640	89%	1,836	1,699	93%	1,836	1,693	92%	1,836	1,620	88%
Satellite	High	PK, 9-12	95%	1,527	1,518	99%	1,551	1,536	99%	1,551	1,433	92%	1,551	1,413	91%	1,551	1,359	88%	1,551	1,299	84%
Titusville	High	9-12	95%	1,813	1,313	72%	1,813	1,333	74%	1,813	1,335	74%	1,813	1,351	75%	1,813	1,316	73%	1,813	1,322	73%
Viera	High	PK, 9-12	95%	2,141	2,289	**107%**	2,474	2,319	94%	2,474	2,391	97%	2,474	2,417	98%	2,569	2,579	**100%**	2,664	2,660	100%
High Totals				**22,555**	**18,528**		**22,912**	**18,664**		**22,912**	**18,945**		**22,912**	**19,178**		**23,007**	**19,441**		**23,221**	**19,793**	
Schools of Choice (Not Concurrency Service Areas)																					
Freedom 7	Elementary	K-6	100%	475	403	85%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	506	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%
South Lake	Elementary	K-6	100%	481	434	90%	657	453	69%	657	471	72%	657	489	74%	657	507	77%	657	529	81%
West Melbourne	Elementary	K-6	100%	618	549	89%	618	552	89%	794	570	72%	794	588	74%	794	606	76%	794	624	79%
Edgewood	Jr / Sr High	7-12	90%	1,077	938	87%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%
West Shore	Jr / Sr High	7-12	90%	1,264	930	74%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%
Schools of Choice				**4,484**	**3,760**		**4,660**	**3,827**		**4,836**	**3,863**		**4,836**	**3,899**		**4,836**	**3,935**		**4,836**	**3,975**	
Brevard Totals				**84,971**	**64,132**		**85,526**	**64,706**		**85,768**	**65,593**		**85,900**	**66,435**		**86,296**	**67,227**		**86,840**	**68,418**	

Notes

1. FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2022-23 are reported from the FISH database as of October 14, 2022.
2. Student Membership is reported from the Fall Final Membership Count (10/14/2022).
3. Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
   - Development Projections from Brevard County Local Government Jurisdictions
   - Brevard County School Concurrency Student Generation Multipliers (SGM)
   - Fall Membership student addresses and corresponding concurrency service areas
   - Student Mobility Rates / Cohort Survival Rates
   - Brevard County Birth rates by zip code
4. Davis Demographics estimates are then adjusted using the following factors:
   - PK (Pre-Kindengarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
   - Current From/To attendance patterns are assumed to remain constant.
   - Nongeocoded student addresses are assumed to continue in their attendance schools.
   - Charter School Growth.
5. In order to maintain utilization rates lower than the 100% Level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
6. If student projections are accurate, the school board could add additional classroom capacity, implement attendance boundary changes, or add relocatable classrooms. A south area elementary school is planned for the future growth, but the exact timing hasn't been established.
   If only relocatable classrooms are used for the next 5 years, the following changes would be needed to accommodate projected growth. These schools are being analyzed for the best options to accommodate additional students.
   - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
   For school year 2023-24, no additional capacity is needed.
   For school year 2024-25, a total of 3 intermediate classrooms are projected for Westside Elementary School
   For school year 2025-26, a total of 6 intermediate classrooms are projected for Pinewood (1), Riveria (1), Sunrise (1) and Westside (3) Elementary Schools.
   For school year 2026-27, a total of 14 intermediate classrooms are projected for Imperial Estates (1), Jupiter (2), Riviera (2), Sunrise (4), Westside (2) Elementary Schools, and Southwest Middle School (3). 4 High School relocatable classrooms are proposed for Viera High School.
   For school year 2027-28, a total of 15 intermediate classrooms are projected for Roy Allen (1), Imperial Estates (2), Jupiter (3), Riveria (2), Viera El (2), Sunrise (2), and Westside (3) Elementary Schools. 9 High School relocatable classrooms are proposed for Bayside (5) and Viera (4) High.
7. A classroom addition is planned for construction at Viera High School for 2023-24. The factored capacity is adjusted for the proposed 350 student stations.
8. A classroom addition is planned for construction at South Lake Elementary School for 2023-24. The factored capacity is adjusted for the proposed 176 student stations.
9. A classroom addition is planned for construction at West Melbourne School of Science for 2024-25. The factored capacity is adjusted for the proposed 176 student stations.
10. Capacity adjusted for Board approved addition of one relocatable each at Pinewood Elementary and Satellite High Schools for school year 2024-25 forward.

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Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	CITY OF COCOA (TE)
Contact Phone:	
Contact Email:	
PO Number:	city council 11-14

Date:	11/06/2023
Order Number:	9502473
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	174.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	11/09/2023 - 11/09/2023	Public Notices
BRE floridatoday.com	1	11/09/2023 - 11/09/2023	Public Notices

Order Confirmation Amount	**$362.18**

Ad Preview

Ad#9502473 11/9/2023

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

PZ 20-00100002 Adamson Creek Phase Two Final Subdivision

A. CONSIDERATION OF THE ADAMSON CREEK PHASE TWO FINAL SUBDIVISION CONSISTENT WITH CHAPTER 18 SUBDIVISIONS AND APPENDIX A ZONING OF THE CITY CODE. THE PROPERTY OWNER INTENDS TO DEVELOP A PLANNED UNIT DEVELOPMENT PROJECT, WHICH SHALL BE PHASE TWO OF THE ADAMSON CREEK PUD AND SUBDIVISION CONTAINING 30 SINGLE-FAMILY HOME LOTS AND COMMON SPACE TRACTS. TAX PARCEL ID 24-35-22-00-502.

Â. SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED-USE PROJECTS; EXPANDING THE VERY LIMITED GEOGRAPHICAL AREA TO WHICH THE POLICY APPLIES TO INCLUDE A PARCEL OF CITY-OWNED LAND GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF ROSA L JONES DRIVE AND FLORIDA AVENUE AND WHICH IS MORE PARTICULARLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF APPROXIMATELY 4.32 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED-USE FUTURE LAND USE ON THE FUTURE LAND USE MAP AND WHICH IS DESIGNATED SOUTH END (SE) SUBDISTRICT WITH A COMMERCIAL/MIXED-USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE; AND LEGAL STATUS OF THE PLAN AMENDMENT.

CITY COUNCIL 2nd
PUBLIC HEARING
WILL BE HELD ON
November 14, 2023

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: Carie Sheely, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at csheely@cocoafl.org.
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, 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) 433-8451.
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.

Legislation Details (With Text)

File #:	23-723	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/9/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Approval of a Final Subdivision Plat known as Adamson Creek Phase Two consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Adamson Cree Phase 2 - CITY-FINAL PLAT_11-01-2023.pdf Exhibit A - AC Ph2 Location Map.pdf Exhibit B - Engineer Opinion of Cost_Perf Bond_Subdivion_2023-11-08.pdf Exhibit C - Engineer Opinion of Cost_Perf Bond_Amenities_2023-11-08.pdf Exhibit Conservation Area Map.pdf Exhibit D - PH2-Original Performance Bond Cost Cert.pdf Exhibit E Legal Ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2023
Agenda Date: November 14, 2023
Prepared By: Lucilene Ribeiro - Planner
Through: Stockton Whitten - City Manager
Requested Action:
Approval of a Final Subdivision Plat known as Adamson Creek Phase Two consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions.

BACKGROUND:

The Adamson Creek subdivision project was first approved as a Planned Unit Development (PUD) in 2005/2006 consisting of 431 single-family homes on 178 acres with 44 acres of open space and amenities. Phase 1 was approved and recorded in 2006. Due to a slowdown in the housing market triggered by the recession, Phase 1 was later broken down into 3 phases (1A, 1B, and 1C) of which Phase 1A was recorded in 2007 with 154 single-family homes.

The subject property, Adamson Creek Phase Two, is located on the east side of Adamson Road and to the south of the previously developed Adamson Creek neighborhood (Exhibit A - Location Map) and is considered a standalone PUD.

This phase will include 30 single-family homes on a single street and will provide common

recreational space amenities, including a walking path surrounding a stocked stormwater pond, a fishing platform, and other open space areas.

On August 22, 2023, the City approved a Preliminary Subdivision for Phase Two, a one (1) parcel rezoning (Ordinance 10-2023), a Development Agreement, and a Large-Scale Site Plan.

Project Information:

Phase Two of the project contains 79.13 acres overall, with 14.39 acres of developable land (streets, houses, stormwater ponds, and amenities) and 64.74 acres of wetlands and uplands that will be placed into a conservation easement, as shown in Tract C of the final subdivision plat. This phase will include 30 single-family homes on a single private street connecting to Adamson Road through Talbot Blvd.

A dock/viewing platform looking at a stocked fish pond is accessed through a trail that runs around the east side of the stormwater pond, a 50’ view corridor access as shown on Tract A, adjacent to Tract C. Six new tracts have been created: A is a stocked pond counted towards open space with a fishing pier and a nature trail; Tract B is a utilities entry point and a landscaped gateway to Mycroft Drive; Tract C is a large natural area and conservation easement; Tracts D and E are landscaped open space; and Tract Z is residential housing. Tracts A, B, C, D, E and Z are dedicated and should be controlled and maintained by the Adamson Creek Homeowners Association.

Future Land Use Designation: Conservation

Zoning District: PUD (Planned Unit Development)

Existing Land Use: Vacant Land

Council District: District 3 - Councilmember Mathew Barringer

Legal Ad Date: November 9, 2023

Overview of Surrounding Area:

	Future Land Use Des	Zoning Districts	Land Uses
North	Very Low Density Res Conservation (City)	PUD (City)	Single-Family Residential
South	Very Low-Density Res Conservation (City)	PUD (City)	Single-Family Residential (Adamson Creek Phase 1A)
East	Medium Density Resi Conservation (City)	PUD (City) RR-1 (City	Single-Family Residential Rural Residential

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West	RES 2 (Brevard Coun	GU (Brevard County)	Single-Family Residential and Vacant Land

Final Subdivision Analysis

Consistency with Code of the City of Cocoa

The submitted final plat has been reviewed by the Planning & Zoning and City staff, the Assistant City Attorney, and Southern Surveying on behalf of the City for consistency with Chapter 18 Subdivisions of the City of Cocoa Code and with Appendix A Zoning of the City of Cocoa Code and found to be in substantial compliance.

The majority of the lots created by this subdivision are 50 feet in width and 120 feet in depth which equates to 6,000 sq. Ft. of lot area. Lots on roadway curves are allowed a minimum width of 25 feet, and corner lots are required to be 15% larger than interior lots. This subdivision plat meets these requirements. There is no minimum lot size under PUD zoning. Minimum setbacks and distance separation between structures will be addressed when a building permit is applied for.

The city's surveyor has approved the preliminary plat as a final plat due to no changes proposed by the developer and has no further comments.

The applicant has provided bonds and construction cost estimates that have been reviewed by City staff for consistency with Appendix A, Zoning, Article XI, Section 17(M) of the City of Cocoa code as follows:

(M)BONDING. Prior to the commencement of construction within the site of a planned unit development, the developer shall file with the city the following contracts and bonds for the appropriate stage of development:

> *(1)A performance, labor and material payment bond for the completion of the construction of all public improvements specified in the final development plan within one (1) year from the date of commencement of construction.*
>
> *(2)A performance, labor and material payment bond for the completion of the construction of all common areas designated in the final development plan within one (1) year from the date of commencement of construction.*
>
> *(3)A maintenance warranty bond in the amount of ten (10) percent of the total cost of the construction of all public improvements to be in force for a period of two (2) years following acceptance by the city of the final construction of said public improvements.*

All such bonds shall be from a company licensed as a surety in the State of Florida, listed by the U.S. Treasury Department, as rated A: AAA in Best's Insurance Guide. Upon acceptance of all improvements described in subsections (1) and (2), above, said performance and payment bonds shall be released. All of the provisions relating to bonding contained in the subdivision regulations of the city shall be fully applicable to the bonds required under this section.

The applicant has provided an engineer's construction cost estimate for all site work yet to be

completed. The applicant has signed a construction performance bond in the amount of one hundred and ten percent (110%) of the construction cost estimate for the unfinished portion of the required public improvements. See Exhibit B- Adamson Creek Phase 2 Engineer's Estimate of Quantities for Performance Bond - Subdivision (November 2023). The estimate is a total amount of $1,368,702.25 plus the Construction Performance Bond Amount at 110% of Construction Costs for a total of $1,505,572.48. The applicant has also created an amenities cost estimate for $447,302.68 (Exhibit C) and an Amenities Performance Bond (Exhibit F).

The conservation easement must be granted to the City prior to the commencement of land clearing, as required by the Development Agreement.

Consistency with Comprehensive Plan Policies and Objectives

Policy 1.1.10.3: Innovative land use development patterns, including PUDs and Cluster Zoning, shall be permitted and encouraged in appropriate areas, as defined in the land development regulations.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On July 12, 2023, the Planning & Zoning Board recommended to City Council of the Final PUD, Large-Scale Site Plan, Preliminary Subdivision for Adamson Creek Phase 2 and approved the Adamson Creek Phase II Development Agreement between the City of Cocoa and DR Horton Inc with the conditions set forth below:

1. The Large-Scale Site Plan shall not be effective until and unless the Final PUD/Preliminary Subdivision has been approved by City Council.
2. Provide a revised Title Opinion with no date limitation to the search for property information.

On August 22, 2023, the City Council approved the Preliminary Subdivision for this project with conditions which have since been met

RECOMMENDED MOTION:

Approval of a Final Subdivision known as Adamson Creek Phase Two consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code and with the following conditions:

- The final plat shall be recorded with the Clerk of the Circuit Court of Brevard County within 30 days of approval by City Council.
- The Developer shall provide a Performance Bond securing the completion of the common amenities as required by the City Code in a form acceptable to the City Attorney prior to recording of the final plat.

ADAMSON CREEK PHASE TWO

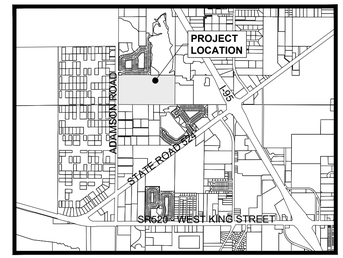
A REPLAT OF TRACT 1, ADAMSON CREEK PHASE ONE-A, PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF N00°14'50"E ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST.
2. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091(8) AND 177.091(9).
3. LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
4. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. THE FOLLOWING EASEMENTS ARE HEREBY GRANTED:
   a. A PUBLIC EASEMENT 10.00 FEET WIDE ACROSS ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE ROAD RIGHTS-OF-WAY DEDICATED BY THIS PLAT IS RESERVED FOR THE INSTALLATION AND MAINTENANCE OF FLORIDA POWER AND LIGHT (FP&L) FACILITIES, POTABLE WATER, RECLAIMED WATER, PRIVATE DRAINAGE, AND OTHER PUBLIC UTILITIES UNLESS OTHERWISE NOTED.
   b. AN EASEMENT TO THE CITY OF COCOA AND BREVARD COUNTY FOR EMERGENCY ACCESS FOR INGRESS/EGRESS AND MAINTENANCE OVER ALL PRIVATE DRAINAGE EASEMENTS AND STORM WATER MANAGEMENT TRACTS.
   c. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF COCOA OVER ALL DRAINAGE EASEMENTS AND TRACTS FOR ACCESS TO ADJOINING CONSERVATION TRACTS AND CONSERVATION EASEMENTS.
6. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNER TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE. THIS DOES NOT INCLUDE DRAINAGE PIPES WITHIN THE PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON.
7. THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND ACCESS TO THE STORM WATER FACILITIES BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. WITHIN THE PLAT BOUNDARY.
8. WHERE PRIVATE SIDEWALKS ARE LOCATED WITHIN LOTS OR TRACTS SHOWN HEREON, SUCH LOTS AND TRACTS SHALL BE SUBJECT TO A PRIVATE SIDEWALK EASEMENT HEREBY DEDICATED TO ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC. TO ACCOMMODATE SUCH SIDEWALK, FOR THE SOLE PURPOSE OF MAINTAINING AND REPAIRING THE PRIVATE SIDEWALKS WITHIN SAID PRIVATE SIDEWALK EASEMENTS.
9. TRACT A IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, MAIL FACILITIES, AND STORM WATER MANAGEMENT.
10. TRACT B IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR LANDSCAPE AMENITIES AND UTILITIES.
11. TRACT C IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY, THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR THE CONSERVATION OF PRESERVED WETLANDS AND UPLANDS AND PASSIVE RECREATIONAL USE. NO ALTERATION OR FILLING IS ALLOWED IN TRACT C. TRACT C IS SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF COCOA PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
12. TRACT D IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, AND STORMWATER MANAGEMENT
13. TRACT E IS HEREBY DEDICATED TO, CONTROLLED BY, AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., FOR UTILITIES, LANDSCAPE AMENITIES, RECREATION, OPEN SPACE, AND STORMWATER MANAGEMENT.
14. TRACT Z IS HEREBY DEDICATED TO, AND SHALL BE OWNED AND MAINTAINED BY THE ADAMSON CREEK HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSES OF PRIVATE VEHICULAR/PEDESTRIAN ACCESS, PUBLIC AND PRIVATE UTILITIES, PRIVATE LANDSCAPING, PRIVATE SIGNAGE AND PRIVATE SIDEWALKS.
15. THE LANDS BEING PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:
    15.1. RESTRICTIONS, RESERVATIONS, COVENANTS, EASEMENTS, CONDITIONS AND ALL OTHER MATTERS AS SHOWN ON PLAT OF ADAMSON CREEK PHASE ONE-A, AS RECORDED IN PLAT BOOK 57, PAGE 49, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
    15.2. EASEMENT TO BREVARD COUNTY AS RECORDED IN OFFICIAL RECORDS BOOK 2976, PAGE 3606, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
    15.3. RESTRICTIVE COVENANTS, CONDITIONS, EASEMENTS, STIPULATIONS, RESERVATIONS AND OTHER PROVISIONS, AS CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORD BOOK 5821, PAGE 2831, AMENDED IN OFFICIAL RECORDS BOOK 5851, PAGE 9854; OFFICIAL RECORDS BOOK 5880, PAGE 2379; OFFICIAL RECORDS BOOK 5908, PAGE 4101, AS ASSIGNED IN OFFICIAL RECORDS BOOK 7607, PAGE 1832; OFFICIAL RECORDS BOOK 7956, PAGE 47; OFFICIAL RECORDS BOOK 7956, PAGE 53; AND FURTHER ASSIGNED IN OFFICIAL RECORDS BOOK 8071, PAGE 1953, AND AMENDMENTS IN OFFICIAL RECORDS BOOK 8294, PAGE 161 AND OFFICIAL RECORDS BOOK 8510, PAGE 2959, AMENDMENTS IN OFFICIAL RECORDS BOOK 9655 PAGE 1834, SUPPLEMENTAL DECLARATION IN OFFICIAL RECORDS BOOK 9170 PAGE 181, AND CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 9819, PAGE 2938 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
    15.4. BY LAWS FOR ADAMSON CREEK HOMEOWNERS ASSOCIATION, INC., AS RECORDED IN OFFICIAL RECORDS BOOK 5821, PAGE 2858, AMENDMENT IN OFFICIAL RECORDS BOOK 7384, PAGE 473 AND CERTIFICATE OF AMENDMENT IN OFFICIAL RECORDS BOOK 8926, PAGE 172, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
    15.5. ARTICLES OF INCORPORATION AS RECORDED IN OFFICIAL RECORDS BOOK 5821, PAGE 2873, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
    15.6. EASEMENT TO BELLSOUTH COMMUNICATIONS, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 5842, PAGE 3223, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
    15.7. BINDING DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5903, PAGE 6559, AS MODIFIED IN OFFICIAL RECORDS BOOK 6192, PAGE 2697 AND OFFICIAL RECORDS BOOK 7156, PAGE 999 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
    15.8. CERTIFICATE OF ADOPTION OF ARCHITECTURAL GUIDELINES AND COMMUNITY-WIDE STANDARDS AS RECORDED IN OFFICIAL RECORDS BOOK 8908, PAGE 2960, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED



LOCATION MAP
NTS

TRACT DATA TABLE / OPEN SPACE CALCULATION

TRACT ID	AREA (±ACRES)	AREA (±PERCENT)	TRACT USE	USEABLE COMMON OPEN SPACE CREDIT (±ACRES)	BASIS FOR OPEN SPACE CREDIT
A	6.63	46.07%	STORMWATER MANAGEMENT, LANDSCAPE, OPEN SPACE, AND RECREATIONAL AMENITIES	1.44	LAKE = 50% OF 2.88 AC TOTAL REQUIRED OPEN SPACE
				2.43	TRACT A ACCESSIBLE UPLAND AREA
B	0.18	1.25%	LANDSCAPE, OPEN SPACE, UTILITIES		
C	64.74		UPLAND BUFFER, WETLAND PRESERVATION, AND OPEN SPACE	1.73	50' VIEW CORRIDOR FROM SEGMENT OF TRACT A TRAIL ADJACENT TO TRACT C
D	0.69	4.79%	LANDSCAPE, OPEN SPACE		
E	0.89	6.18%	LANDSCAPE, OPEN SPACE		
Z	1.12	7.78%	PRIVATE RIGHT-OF-WAY		
N/A	4.88	33.91%	RESIDENTIAL DEVELOPMENT (30 LOTS)		
	79.13		TOTAL SITE AREA		
	14.39	**100.00%**	**TOTAL PUD BOUNDARY**		
	5.60	38.92%	TOTAL PROVIDED OPEN SPACE	5.60	
	2.88	20.00%	TOTAL REQUIRED OPEN SPACE (20% OF 14.39 ACRES)	2.88	
NOTE: PUD BOUNDARY INCLUDES 64.74 ACRES OF PRESERVED WETLANDS AND UPLANDS, NOT INCLUDED IN REQUIRED OPEN SPACE OR OPEN SPACE CALCULATIONS					

DESCRIPTION:
TRACT 1, ADAMSON CREEK PHASE ONE-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH

PARCEL 2 FROM EXHIBIT "A" IN OFFICIAL RECORDS BOOK 8071, PAGE 1946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING DESCRIBED AS THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT-OF-WAY FOR ADAMSON ROAD.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT A OF SAID ADAMSON CREEK PHASE ONE-A, AND RUN S89°56'48"E, ALONG THE BOUNDARY OF SAID ADAMSON CREEK PHASE ONE-A, A DISTANCE OF 140.68 FEET TO THE SOUTHEAST CORNER OF TRACT J OF SAID ADAMSON CREEK PHASE ONE-A; THENCE N00°17'33"E, ALONG THE EAST LINE OF SAID TRACT J, A DISTANCE OF 25.17 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 OF SAID ADAMSON CREEK PHASE ONE-A; THENCE S89°43'43"E ALONG THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 1322.21 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1, (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 409 OF SAID ADAMSON CREEK PHASE ONE-A AND ALSO BEING A POINT ON THE WEST LINE OF TRACT M OF SAID ADAMSON CREEK PHASE ONE-A); THENCE S00°17'33"W, ALONG THE WEST LINE OF SAID TRACT M, A DISTANCE OF 20.04 FEET TO THE SOUTHWEST CORNER OF SAID TRACT M AND A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S89°58'23"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1107.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, (SAID POINT ALSO BEING A POINT ON THE WEST LINE OF NORTHWEST LAKES CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 3902, PAGE 3425, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND ALSO BEING THE SOUTHEAST CORNER OF TRACT I OF ADAMSON CREEK PHASE ONE-C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 69, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE S00°19'05"W, ALONG SAID WEST LINE, A DISTANCE OF 1333.53 FEET TO THE SOUTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, (SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF EMERALD LAKES P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGE 68, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE N89°48'12"W, ALONG THE SOUTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 2568.80 FEET TO THE EAST RIGHT-OF-WAY LINE OF ADAMSON ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 746, PAGE 878, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID ADAMSON ROAD ALSO BEING KNOWN AS WENNER ROAD, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N00°14'50"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1326.48 FEET TO THE POINT OF BEGINNING. CONTAINING 79.13 ACRES, MORE OR LESS.

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRE
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
COR	CORNER
DEL	DELTA ANGLE
E	EAST / EASTING
FD	FOUND
FT	FEET
ID#	IDENTIFICATION NUMBER
IRC	IRON ROD AND CAP
N	NORTH / NORTHING
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
N.T.S.	NOT TO SCALE
NR	NON-RADIAL
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PDE	PUBLIC DRAINAGE EASEMENT
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
PT	POINT OF TANGENCY
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RGE	RANGE
S	SOUTH
SEC	SECTION
TWP	TOWNSHIP
W	WEST

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4909
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004909

DATE: 07/20/2023
DESIGN/DRAWN: SMG/RMB
DRAWING#114530101_300_001-002
PROJECT# 11453.01.01

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PLAT BOOK _____, PAGE _____
SHEET 1 OF 3
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, the Corporation named below, being the owner in fee simple of the lands described in

ADAMSON CREEK PHASE TWO

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates to the public and the City of Cocoa, Florida, all easements shown hereon or described in the notes as public easements. The owner further dedicates a perpetual public easement over and across the private right-of-way of Tract Z for the installation and maintenance of public utilities and for ingress and egress for law enforcement and emergency vehicles, mail and package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services. The private right-of-way and drainage facilities within the subdivision are not dedicated to, nor the responsibility of, the City of Cocoa, Florida.

By:_____
Brian W. Davidson, Assistant Secretary SEAL

Attest:_____
Printed Name:

Attest:_____
Printed Name:

D.R. HORTON, INC., A DELAWARE CORPORATION
1430 CULVER DRIVE
PALM BAY, FLORIDA 32934

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence ____ or online notarization, this _____ by Brian W. Davidson, Assistant Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who is personally known to me ___ or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC
My Comm. Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 02/13/2020 he completed the boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and County Ordinance 62-2841 (c)(d) as amended, and that said lands are located in Brevard County, Florida.

_____ Registration Number 5611
LESLIE E. HOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901
Certificate of Authorization Number: LB-0004905

CERTIFICATE OF CITY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
Andrew Perry
Reg. Florida Surveyor & Mapper #6124
Reviewing Surveyor for the City of Cocoa

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

_____
Michael C. Blake, MAYOR

ATTEST: _____
Carie Shealy, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____.

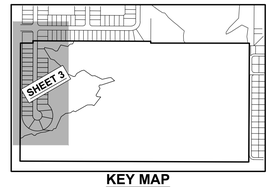
File No. _____

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Fla.

ADAMSON CREEK PHASE TWO

A REPLAT OF TRACT 1, ADAMSON CREEK PHASE ONE-A, PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
SHEET 2 OF 3
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST



KEY MAP
N.T.S.

100 0 50 100
1 INCH = 100 FEET

N89°52'24"E 1323.32'
NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, FOUND RAILROAD SPIKE IN CHOP OUT
N00°14'50"E 1326.24'

NORTHWEST CORNER TRACT 1
N00°17'33"E 25.17'
SOUTHEAST CORNER TRACT J
BELLSOUTH EASEMENT (ORB 5842, PG 3223)
S89°56'48"E 140.68'
POINT OF BEGINNING
SOUTHWEST CORNER TRACT A; FD 4"X4" CM, ID# "PRM LB3608"
NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, NO MARKER FOUND OR SET
N89°59'24"W 75.00'
75.00' 75.00'

ADAMSON ROAD (ALSO KNOWN AS WENNER ROAD) (150.00' PUBLIC R/W) (75.00' PER ORB 746, PG 878) NOT PLATTED

(BASIS OF BEARINGS) N00°14'50"E 1326.24' WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22

WEST RIGHT-OF-WAY
EAST RIGHT-OF-WAY
N00°14'50"E 1326.48'
N00°14'50"E 814.33'
N00°14'50"E 1071.58'
N00°14'50"E 254.90'

SW CORNER OF SECTION 22, FOUND RAILROAD SPIKE IN CHOP OUT
S89°48'12"E 75.00'
10.00'
50.00'
CORNER FALLS IN CONC COLUMN, NO MARKER FD OR SET. (FD 1/2" IRC, ID# "WIT LB3608" 1.00' W) (FD 5/8" IRON ROD, NO ID#, 1.20' N)

N89°48'12"W 679.11'
DRAINAGE EASEMENT (ORB 2976, PG 3606)
ORB 7422, PG 632 (NOT PART OF THIS PLAT) NOT PLATTED

PDE 60.00'
N44°38'53"W 35.26'
N89°48'12"W 1284.40'
ORB 9358, PG 2245 (NOT PART OF THIS PLAT) NOT PLATTED

35.00'
N89°48'12"W 2568.87'
N89°48'12"W 2568.80' (TOTAL)
25.00'
ORB 4742, PG 1298 (NOT PART OF THIS PLAT) NOT PLATTED

N89°48'12"W 1864.83'
N89°48'12"W 1284.40'
DRAINAGE EASEMENT (ORB 2976, PG 3606)
ORB 5614, PG 7463 (NOT PART OF THIS PLAT) NOT PLATTED

SOUTH LINE OF SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22
NORTH LINE EMERALD LAKES P.U.D.
TRACT A, EMERALD LAKES P.U.D. PB 54, PG 68

SOUTHEAST CORNER OF SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22; FOUND 4"x4" CM, ID# LB5633 (HELD AS PRM)

EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22
S00°19'05"W 1333.53'

SECTION 22
SECTION 27

TALBOT BOULEVARD (50.00' PUBLIC R/W)
ADAMSON CREEK PHASE ONE-A (PB 57, PG 49)
MYCROFT DRIVE (50.00' PUBLIC R/W)
MYCROFT DRIVE (50.00' PRIVATE R/W)

TRACT A
TRACT J
TRACT B 0.18 AC
TRACT D 0.69 AC
TRACT Z 1.12 AC
TRACT E 0.89 AC
TRACT C 64.74 AC
TRACT M
TRACT R
TRACT I ADAMSON CREEK PHASE ONE-C PB 69, PG 74
TRACT J
TRACT I
TRACT B

NORTH LINE TRACT 1
S89°43'43"E 1322.21' (TOTAL)
405.46'
866.74'
215.34'
WEST LINE TRACT M
NORTHEAST CORNER TRACT 1; SOUTHEAST CORNER LOT 409
S00°17'33"W 20.04'
S89°58'23"E 1107.56'
SOUTHWEST CORNER TRACT M
NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22
NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22 AND THE SOUTHEAST CORNER OF TRACT I, ADAMSON CREEK PHASE ONE-C (PB 69, PG 74); FOUND 4"x4" CM, ID# LB3608 (HELD AS PRM)
CONSERVATION EASEMENT
WEST LINE OF NORTHWEST LAKES CONDOMINIUM (ORB 3902, PG 3425)
NORTHWEST LAKES CONDOMINIUM ORB 3902, PG 3425 (NOT PART OF THIS PLAT) NOT PLATTED

WOODSMAN MARK DRIVE (PRIVATE)
MERIDIAN RUN DRIVE (PRIVATE)
SCENIC DRIVE (PRIVATE)

89.61'
N00°17'43"E 104.85'
N00°17'43"E 518.00'
S89°42'17"E 77.14'
S10°55'09"W 15.00'
N79°04'51"W 89.20'
S01°34'44"E 133.94'
N89°42'17"W 120.00'
N57°22'07"W 44.33'
S77°54'55"W 20.04'
S30°09'40"W 74.77'
N77°39'18"W 81.78'
S00°16'17"W 11.04'
S26°11'10"W 24.20'
S85°41'41"W 29.19'
S40°54'15"W 36.85'
S73°46'29"E 43.47'
S45°08'04"E 48.05'
S49°54'01"E 51.29'
S30°17'04"E 55.23'
S45°17'22"E 48.75'
S86°01'52"E 88.97'
N58°43'15"E 60.42'
N79°21'25"E 30.41'
S54°12'21"E 109.30'
N84°57'36"E 32.02'
N31°45'53"E 33.66'
S63°25'03"E 92.14'
N84°20'48"E 25.48'
N76°26'52"E 75.43'
S47°48'27"E 54.35'
AL=21.52' R=15.00' DEL=82°12'15"
S72°00'11"W 151.22'
AL=30.24' R=15.00' DEL=115°31'33"
S83°49'57"W 17.62'
S31°41'36"E 17.66'
S30°54'11"W 80.75'
AL=30.16' R=15.00' DEL=115°11'24"
S84°17'12"E 38.21'
S38°03'08"W 124.27'
S54°24'59"W 63.04'
S60°40'02"W 153.44'
N65°16'37"W 23.31'
S87°36'46"W 54.15'
N65°23'44"W 24.19'
S55°44'55"W 40.80'
S83°02'04"W 51.90'
AL=346.68' R=173.00' DEL=114°49'06"
S24°32'24"W 145.40'
AL=339.92' R=173.00' DEL=112°34'42"
S84°51'05"E 72.85'
S80°27'41"W 23.95'
S38°00'15"W 24.83'
S70°55'01"W 55.89'
N87°14'28"W 29.93'
S73°01'38"W 84.18'
S69°50'11"W 53.31'
N53°37'08"W 34.62'
S84°46'02"W 44.86'
S49°32'30"W 29.90'
S41°07'59"W 19.77'
S70°50'33"W 28.06'
S83°27'14"W 14.31'

1 155 154 153 152 151 150 149 148 120 119 118 117 116 115 114
431 430 429 428 427 426 425 424 423 422 421 420 419 418 417 416 415 414 413 412 411 410 409
461 460 459 458 457 456 455 454 453 452 451 450 449 448 447
432 433 434 435 436 437 438 439 440 441 442 443 444 445 446
223 224 225 237 236 238 243 250 252 254 256 258 260 262 264 266 268 270 272 274 276

SEE SHEET 3 FOR LOT AND ROADWAY GEOMETRY

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRE
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
COR	CORNER
DEL	DELTA ANGLE
E	EAST / EASTING
FD	FOUND
FT	FEET
ID#	IDENTIFICATION NUMBER
IRC	IRON ROD AND CAP
N	NORTH / NORTHING
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NR	NON-RADIAL
N.T.S.	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PDE	PUBLIC DRAINAGE EASEMENT
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
PK	PARKER-KALEN
POB	POINT OF BEGINNING
PT	POINT OF TANGENCY
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RGE	RANGE
S	SOUTH
SEC	SECTION
TWP	TOWNSHIP
W	WEST

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
372 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

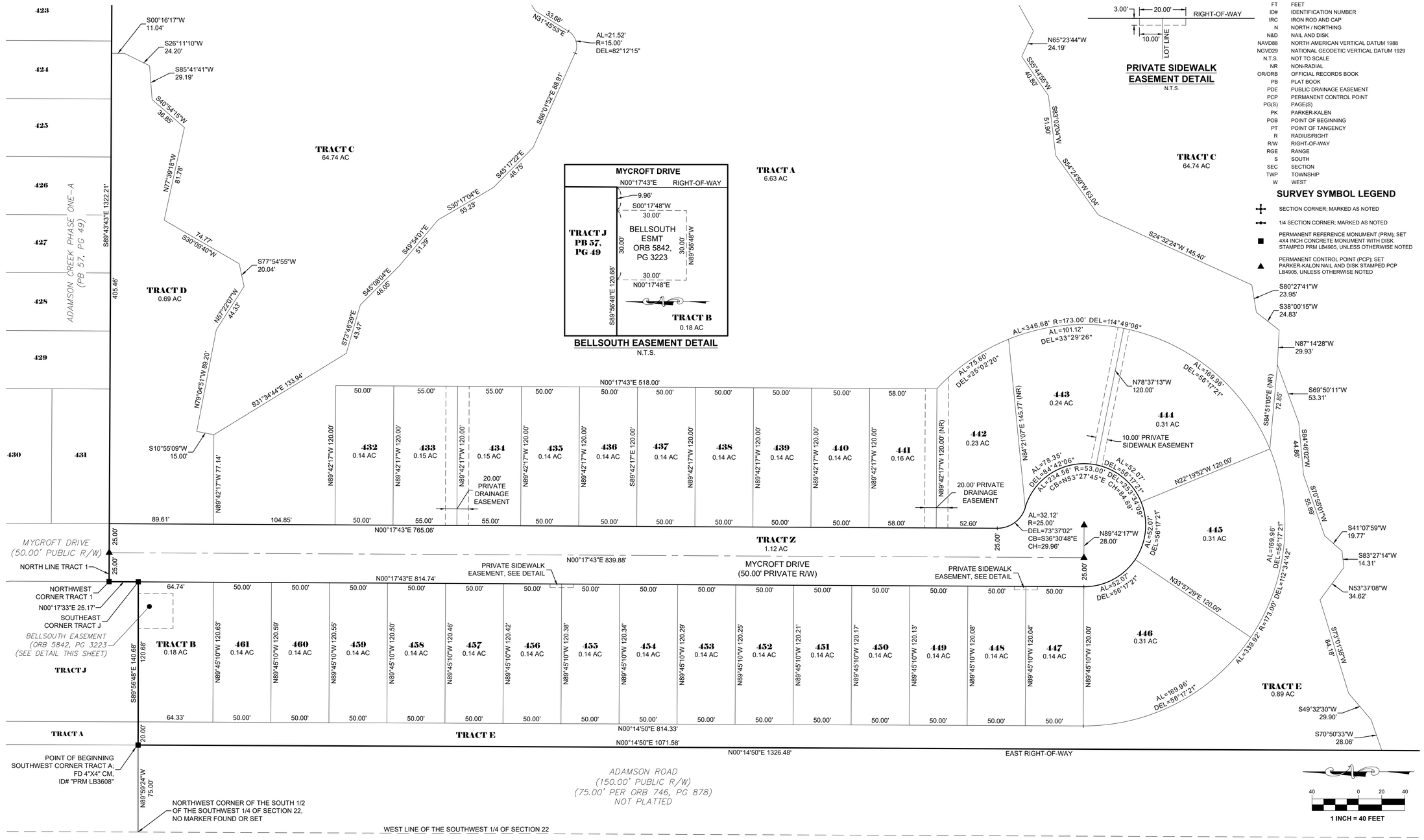
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DESIGN/DRAWN: SMG/RMB
DRAWING#114530101_300_001-002
PROJECT# 11453.01.01

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ADAMSON CREEK PHASE TWO

A REPLAT OF TRACT 1, ADAMSON CREEK PHASE ONE-A, PLAT BOOK 57, PAGE 49, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA TOGETHER WITH PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____
SHEET 3 OF 3
SECTION 22, TOWNSHIP 24 SOUTH, RANGE 35 EAST



ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRE
AL	ARC LENGTH
CB	CHORD BEARING
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R/W	RIGHT-OF-WAY
RGE	RANGE
S	SOUTH
SEC	SECTION
TWP	TOWNSHIP
W	WEST

SURVEY SYMBOL LEGEND

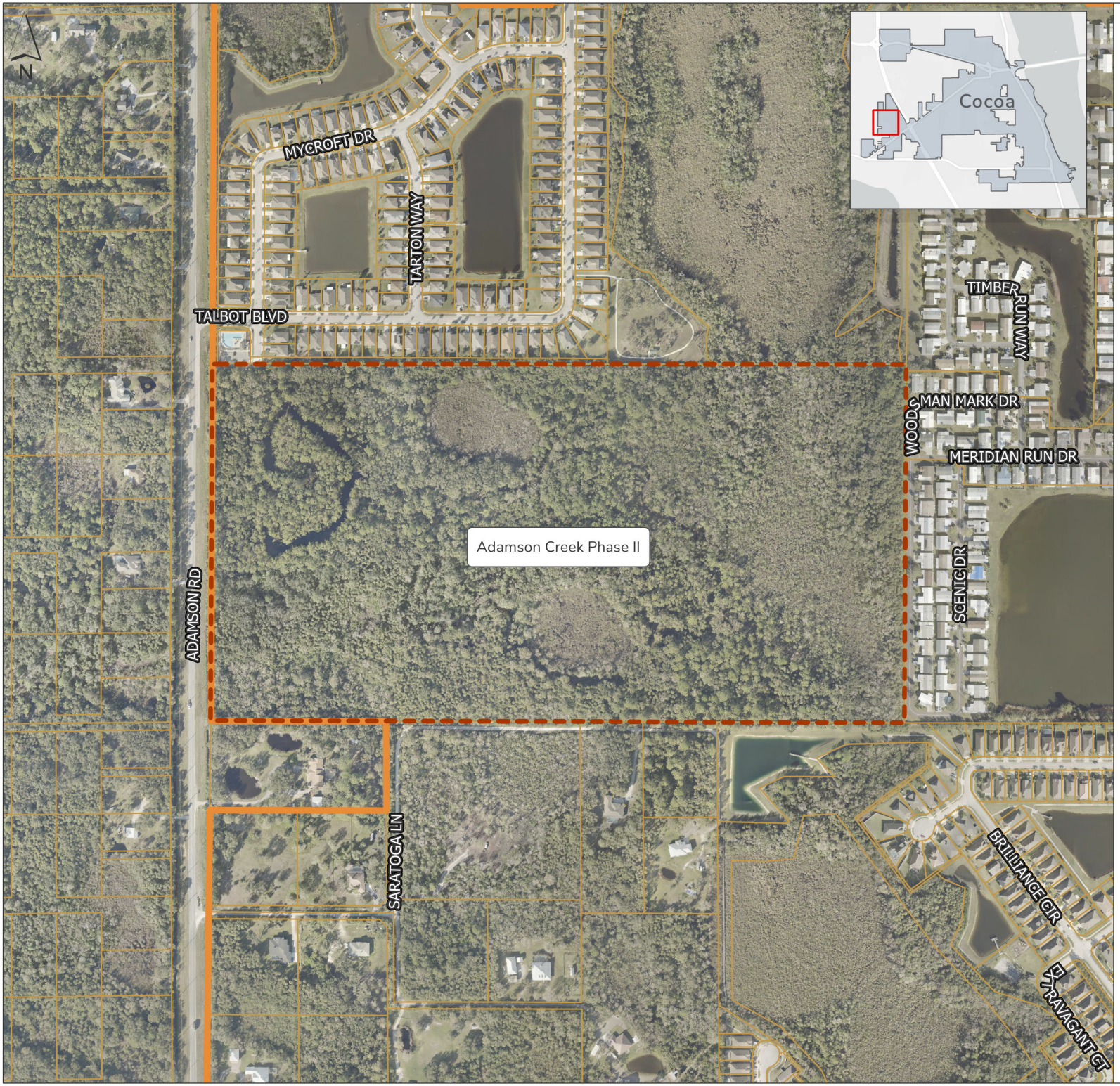
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- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 725-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 07/20/2023
DESIGN/DRAWN: SMG/DRB
DRAWING#11453010I_300_003
PROJECT# 11453.01.01

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COCOA
FLORIDA

ADAMSON CREEK PHASE II LOCATION

June 28, 2023

Subject Parcel

Parcels

Cocoa City Boundary

0 250 500 Feet

P20230626-74001.0.1

ADAMSON CREEK PHASE 2

ENGINEER'S ESTIMATE OF QUANTITIES FOR PERFORMANCE BOND - SUBDIVISION

Does not include private roadway

November 2023

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
PART 1 - EARTHWORK, PAVING AND DRAINAGE				
MOBILIZATION	LS	1	$ 31,529.58	$ 31,529.58
CLEARING & GRUBBING	AC	13.07	$ 1,910.88	$ 24,975.25
SITE EARTHWORK (CUT, FILL, COMPACT)	CY	77,985.00	$ 4.78	$ 372,550.70
SILT FENCE	LF	5,402	$ 2.25	$ 12,165.92
TURBIDITY BARRIER	EA	3	$ 477.72	$ 1,433.16
BAHIA SOD ALONG LAKE BANK (NWL to 2' back of sidewalk) (Includes fertilizing, rolling, and watering)	SY	3,339	$ 4.91	$ 16,406.85
SEED LOTS	SY	23,640	$ 0.48	$ 11,293.32
18" RCP	LF	74	$ 120.11	$ 8,888.34
24" RCP	LF	363	$ 144.68	$ 52,519.28
36" RCP	LF	58	$ 236.13	$ 13,695.58
24" MES	EA	2	$ 3,275.80	$ 6,551.60
36" MES	EA	1	$ 4,094.75	$ 4,094.75
36" FES	EA	1	$ 4,913.70	$ 4,913.70
TYPE 4 CURB INLET	EA	3	$ 8,189.50	$ 24,568.51
TYPE 6 INLET	EA	1	$ 7,643.54	$ 7,643.54
TYPE D INLET	EA	1	$ 8,803.72	$ 8,803.72
MODIFIED TYPE D CONTROL STRUCTURE	EA	1	$ 10,919.34	$ 10,919.34
FPL CONDUIT PLACEMENT	LS	1	$109,193.37	$ 109,193.37
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	LS	1	$ 88,719.61	$ 88,719.61
SUBTOTAL - PART 1				***$ 810,866.11***

ADAMSON CREEK PHASE 2

ENGINEER'S ESTIMATE OF QUANTITIES FOR PERFORMANCE BOND - SUBDIVISION

Does not include private roadway

November 2023

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
PART 2 - SANITARY SEWER SYSTEM				
8" PVC SANITARY SEWER (4'-6')	LF	139	$ 117.38	$ 16,316.22
8" PVC SANITARY SEWER (6'-8')	LF	406	$ 129.67	$ 52,644.85
8" PVC SANITARY SEWER (8'-10')	LF	165	$ 147.41	$ 24,322.82
8" PVC SANITARY SEWER (12'-14')	LF	109	$ 236.13	$ 25,738.24
STAN. SAN. SEWER MANHOLE (6'-8') 4' diameter	EA	2	$ 9,759.16	$ 19,518.31
STAN. SAN. SEWER DROP MANHOLE (12'-14') 5' diameter	EA	1	$ 20,337.26	$ 20,337.26
DOUBLE SERVICE CONNECTION	EA	14	$ 4,094.75	$ 57,326.52
SINGLE SERVICE CONNECTION	EA	2	$ 2,047.38	$ 4,094.75
CORE INTO EXISTING MANHOLE	EA	1	$ 4,367.73	$ 4,367.73
SUBTOTAL - PART 2				***$ 224,666.71***
PART 3 - POTABLE WATER DISTRIBUTION PLAN				
REMOVE EXISTING BLOW-OFF, INSTALL TEMPORARY JUMPER METER, AND CONNECT TO EXISTING 8" WATER MAIN	EA	1	$ 4,094.75	$ 4,094.75
8" PVC WATER MAIN, INCLUDES FITTINGS & BENDS	LF	915	$ 88.72	$ 81,178.44
8" DIP WATER MAIN	LF	40	$ 113.29	$ 4,531.52
FIRE HYDRANT AND VALVE ASSEMBLY	EA	2	$ 10,919.34	$ 21,838.67
2" BLOW-OFF ASSEMBLY	EA	1	$ 3,412.29	$ 3,412.29
SINGLE SERVICE CONNECTION	EA	30	$ 2,047.38	$ 61,421.27
PRESSURE TESTING	LS	1	$ 2,402.25	$ 2,402.25
CHLORINATION AND BACTERIOLOGICAL TESTING	LS	1	$ 3,890.01	$ 3,890.01
SUBTOTAL - PART 3				***$ 182,769.22***
PART 4 - REUSE WATER DISTRIBUTION PLAN				
REMOVE EXISTING BLOW-OFF AND CONNECT TO EXISTING 4" REUSE MAIN	EA	1	$ 3,548.78	$ 3,548.78
4" PVC REUSE MAIN	LF	796	$ 54.60	$ 43,458.96
SINGLE SERVICE CONNECTION	EA	30	$ 1,706.15	$ 51,184.39
2" BLOW-OFF ASSEMBLY	EA	1	$ 3,071.06	$ 3,071.06
SUBTOTAL - PART 4				***$ 101,263.20***
PART 5 - LANDSCAPE, SIGNAGE AND IRRIGATION				
LANDSCAPE & IRRIGATION SYSTEM	LS	1	$ 49,137.01	$ 49,137.01
SUBTOTAL - PART 5				***$ 49,137.01***
TOTAL				**$ 1,368,702.25**

ADAMSON CREEK PHASE 2

ENGINEER'S ESTIMATE OF QUANTITIES FOR PERFORMANCE BOND - SUBDIVISION

Does not include private roadway

November 2023

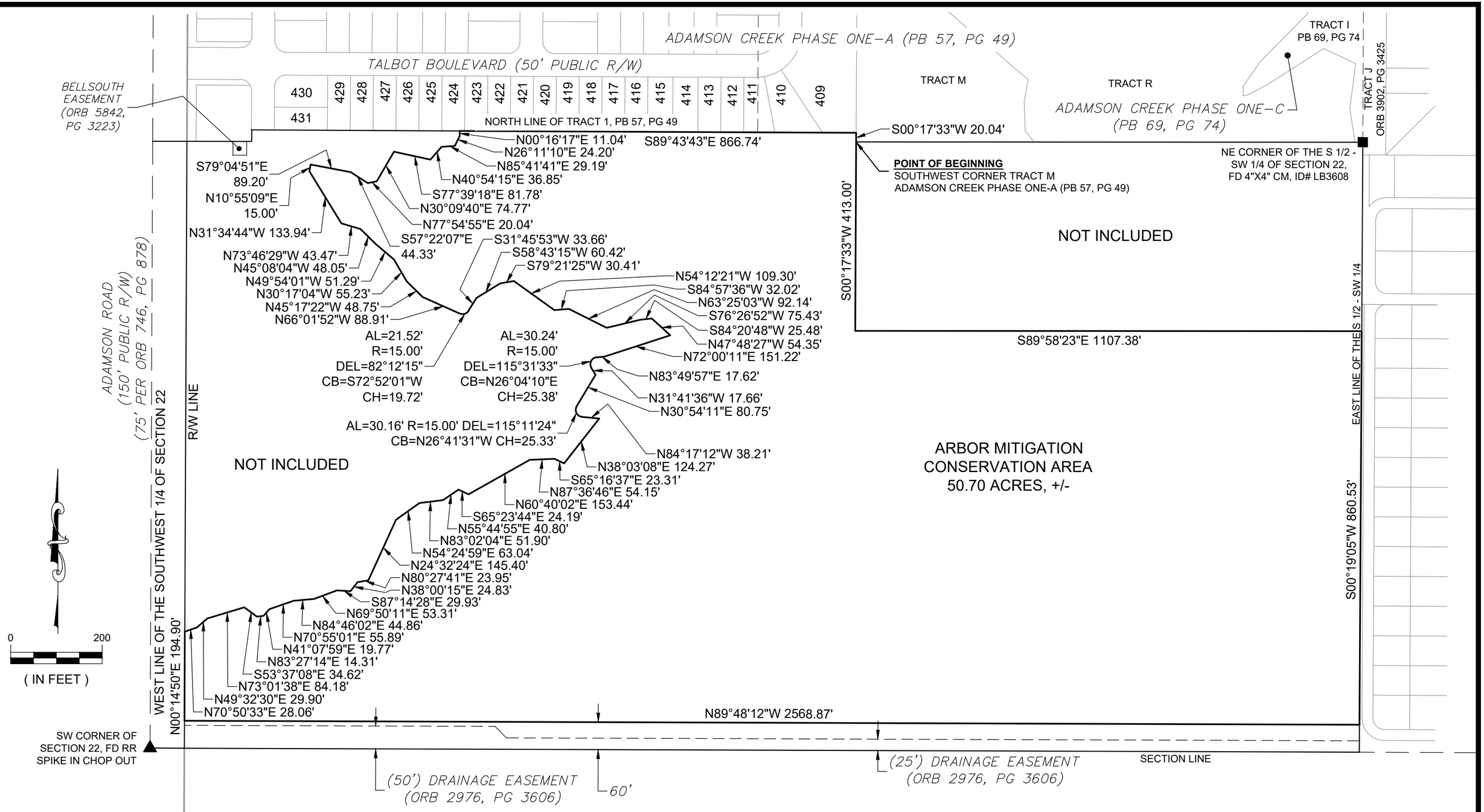
ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
PERFORMANCE BOND AMOUNT AT 110% OF CONSTRUCTION COSTS				***$ 1,505,572.48***

ADAMSON CREEK PHASE 2 - AMENITIES

PERFORMANCE BOND COST ESTIMATE

November 2023

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
5' CONCRETE SIDEWALK	LF	3,468	$ 84.10	$ 291,658.80
8' BOARDWALK	LF	114	$ 320.00	$ 36,480.00
BOARDWALK AND FISHING PLATFORM	LS	1	$ 68,000.00	$ 68,000.00
FISH STOCKING	AC	4.2	$ 2,500.00	$ 10,500.00
TOTAL				**$ 406,638.80**
PERFORMANCE BOND AT 110% OF CONSTRUCTION COST				***$ 447,302.68***



ABBREVIATIONS

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE(S)
R/W = RIGHT-OF-WAY

ARBOR MITIGATION CONSERVATION AREA

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 12/23/2022
DESIGN/DRAWN: LEH/IT
DRAWING# 114530101_100_003
PROJECT# 11453.01.01
SHEET 2 OF 2

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PERFORMANCE BOND

Performance Bond #30197195

KNOW ALL MEN BY THESE PRESENTS: That **D.R. Horton, Inc.**, as **Principal**, whose address is 1430 Culver Drive, N.E., Palm Bay, Florida 32904, and **The Continental Insurance Company**, whose address is 801 Warrenville Road, Suite 700, Lisle, Illinois 60532, are held and firmly bound to the **CITY OF COCOA**, a Florida Municipal Corporation, in the penal sum of **$1,505,572.48** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents. This Performance Bond is issued for the full and complete construction of all infrastructure improvements to be constructed by the Principal and/or the Principal's agents or assigns for the subdivision named **ADAMSON CREEK PHASE 2**, located within the City of Cocoa, as set forth in the plans and specifications approved by the City Council on 8/22/2023 and prepared by B.S.E Consultants, Inc. (Project #11453.02.), initially dated by B.S.E on 12/18/2020 and as revised per all City approved comments and conditions ("Plans"). The infrastructure improvements are itemized and set forth in **ATTACHMENT A**, which is attached hereto and fully incorporated herein by this reference, and also depicted on the Plans. Construction of said infrastructure improvements shall be in accordance with all applicable City Ordinances, the Plans and the Principal related to the subdivision, which was approved by the City Council on 8/22/2023. ("City Development Approvals").

THE CONDITION OF THIS OBLIGATION is such that, the Principal has sought approval from the City to develop and construct the aforementioned subdivision on property located within the boundaries of the City of Cocoa, and said approval is contingent upon

the Principal providing to the City this Performance Bond to insure that any and all infrastructure improvements regarding the ADAMSON CREEK PHASE TWO subdivision are completely constructed in compliance with the City Development Approvals.

NOW, THEREFORE, if the Principal shall well and faithfully perform said construction of said infrastructure improvements in accordance with the City Development Approvals, and shall pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of said construction and development during the time thereof and until such is completed and fully accepted by the City. If not expressly stated otherwise in the City Development Approvals, all infrastructure covered by this Performance Bond shall be fully installed in a manner deemed acceptable to the City no later than one (1) year from the date of this Performance Bond. Principal and Surety agree that any extension of time granted by the City to complete the installation of the infrastructure shall not constitute a waiver or release of the City's right to make a claim under this Performance Bond. Principal and Surety, joint and severally, shall fully indemnify and save harmless the City of Cocoa from all costs, expenses (including reimbursement of reasonable attorney's fees through all appeals), claims, injuries and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City of Cocoa all outlays of funds and expense in making good any default, and shall in all respects fully and faithfully comply with all the covenants, terms, conditions and agreements with the City of Cocoa related to the City Development Approvals.

In the event that the Principal fails to install and/or repair, remedy or correct any default and/or defect associated with the construction of the infrastructure improvements per the City Development Approvals, the Surety shall pay to install and/or remedy or correct any such default and/or defect, up to the aggregate amount of **$1,505,572.48**. The City of

Cocoa shall furnish written notice to the Principal and Surety of any defect, non-performance or default on the part of the Principal. In the event the defect, non-performance or default is not cured within thirty (30) days following the date that said notice is received by the Surety, the City may elect, in its sole discretion, to require the Surety to tender to the City the full penal sum of this Performance Bond or proceed to have the work completed. If the City chooses to complete the work, upon completion by the City, the City shall present a statement of costs relative to any said corrective work. The Surety shall provide payment in full of the total amount contained in the statement of costs to the City within five (5) business days of the receipt of said statement of costs. Any sum not timely paid to the City shall also accrue interest at the highest rate allowed by law until fully paid regardless of, and in addition to, the penal sum of this Performance Bond. The Surety shall also pay all costs, expenses, and interest, including reasonable attorney's fees and costs through appeals, incurred by the City in successfully enforcing the terms of this Performance Bond in a court of competent jurisdiction regardless of, and in addition to, the penal sum of this Performance Bond. Nothing contained herein shall limit or restrict the City's rights and remedies against the Principal as provided under the City Development Approvals and by law including, but not limited to, the City's rights to recover all losses, damages, expenses, cost and attorney's fees under sections 627.428 or 627.756, Florida Statutes, including appellate proceedings, that the City sustains because of a default by Principal under the Performance Bond and City Development Approvals.

The amount of this Performance Bond may be reduced upon the receipt by the undersigned of a written statement executed by the City Manager of the City of Cocoa, or such other person as may be authorized by the City Manager, and signed, as such, stating that a particular infrastructure improvement or portion thereof has been completed and accepted or approved by the City. The amount of the reduction shall be specified in said written statement.

The Principal and Surety hereby stipulate and agree that no change, extension of time, alteration or addition to the terms and conditions of the City Development Approvals, or to the infrastructure improvements to be performed thereunder, shall in any way affect their obligations under this Performance Bond, and they hereby waive notice of any such change, extension of time, alteration or addition to the terms of the aforementioned approvals by the City. Any such change, extension of time, alteration or addition shall be deemed automatically incorporated hereunder by this reference. This Performance Bond shall be governed by, and shall be construed in accordance with the laws of the State of Florida. In the event any legal action filed upon this Performance Bond by the City, Principal or Surety, venue shall lie exclusively in the Circuit Court for Brevard County, Florida. All written notices required under this Performance Bond shall be provided to the addresses stated above, or it not so stated, to the entities duly authorized registered agent in Florida. This Performance Bond shall remain in full force and effect until such time all the work, labor and materials to construct the infrastructure improvements have been performed and provided to the City's complete satisfaction, through the expiration of all warranty periods. This Performance Bond may expire sooner only upon written release by the City.

IN WITNESS WHEREOF, this Performance Bond is executed by the Principal and Surety this 22nd day of August, 2023.

D.R. Horton, Inc.	**The Continental Insurance Company**
Principal (Signature)	Surety (Signature)
JOHN T. LYNCH ASST. SEC.	James I. Moore, Attorney-in-Fact
(Print Name and Title)	(Print Name and Title)
[Corporate Seal of Principal]	[Corporate Seal of Surety]

Acknowledgement of Acceptance of the Performance Bond as to Form for the City of Cocoa, Florida Only:

CITY OF COCOA

By: _____

Print Name/Title: _____

Date: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Exhibit D

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 22nd day of August 2023

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

State of Illinois }
} ss.
County of DuPage }

On August 22, 2023, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025

Sinem Nava, Notary Public

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

Commission No. 859777

Legislation Details (With Text)

File #:	23-682	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	10/20/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave,(CE-12-234) be reduced to $1,200.03 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Appl 411 Thomas12-234.pdf BCPAO.pdf 2021 Tax Cert..pdf 2022 Tax Cert.pdf RegAgt.pdf NOV.pdf Board Order.pdf NOH.pdf Order Imposing.pdf Cost Aff -411.pdf LR Staff Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 24, 2023
Agenda Date: November 14, 2023
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave,(CE-12-234) be reduced to $1,200.03 as recommended by the Code Enforcement Board

BACKGROUND:

CASE # 12-234

The Code Enforcement Board held a public hearing on **5/17/2012**, at which time the Board found the owner, **Maximo Pean Trustee** in violation of the following:

- **Storing Junk, Sec 6-900 (b) (11)**
- **Pool Enclosures, Sec. 6-1002 (b)**
- **Pools and Spas, Sec. 6-1002 (a)**

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 **6/21/2012.**

The lien ran at **$250.00** per day from **5/24/2012** until compliance was achieved on **10/29/2023**. Code records show onsite inspections were conducted by Officer's Dreiling, Murdick and myself. The case was closed leaving a fine of **$125,539.80**.The current owner, **Hanson Asset Group LLC**, is requesting that the lien be reduced to **Cost of Staff**.

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, this is a rental property**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **6**
- Property Taxes: **The taxes were paid this morning and are now paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **The property was inspected this morning, October 19, 2023 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 **$126,270.00** according the Brevard County Property Appraiser as a **Single-Family Residence**. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$1,200.03**

Staff's recommendation is that the fine/lien be reduced to **$1,200.03** 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.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting October 19, 2023, recommended that the lien be reduced to $1,200.03.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave,(CE-12-234) be reduced to $1,200.03 as recommended by the Code Enforcement Board

12-234

Application # CE - _____

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

APPROVED
BY: AGR DATE: 25 SEP 23

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
1 - Denied
- fence needs Paint (new)
- NO fence Permit
- Pool needs to be cleaned
Stamp Only When Application is Fully Complete

AG 03AUG23
- Owner ctd by email. No Answer via phone

Please TYPE or PRINT this application neatly.

1. Date: 7/28/23

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Hanson Asset Group LLC

Name: Joel Hanson

Mailing Address: 2215 Humboldt Ave So.

City: Minneapolis State: MN Zip Code: 55405

Phone #: 612 377 5045 Fax #: _____

Mobile #: 612 258 7304 E-mail: 2dogslivehere@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:~~ _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

Application # CE - _____ - _____

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

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 7/28/23

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Hanson Asset Group LLC

Name: Jock Hanson

Mailing Address: 2215 Humboldt Ave So

City: Minneapolis State: MN Zip Code: 55405

Phone #: 612 377 5645 Fax #: _____

Mobile #: 612 258 7304 E-mail: 2dogslivehere@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: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 411 Thomas Ln.

Parcel ID:

24-36-29-75-A16□□.□-

□□□□.□□

Tax Account Number:

2422261

Existing Use(s) on Property: Rental

Proposed Use(s) on Property: Second home

(If residential – (circle one) **owner occupied** or (rental), if rental does property owner anticipate accepting any state or federal rental subsidies? No

Nature of Violation(s): Previous owner did not pay fines.

Date Fine or Lien Imposed: 5/24/2012 Amount of Fine: $250.00 per day
per day $125,539.80

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 10/29/2013

5. **Please provide the following information:**

Code enforcement case number: ~~19-0000708~~ 12-234

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:
My partner and I researched this property but did not find a record of the lien. I want to resolve this and bring this property into code compliance.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
I was not the owner when this lien was recorded, My partner and I researched the property prior to the sale but were unable to find any lien.

Amount you are requesting that the lien be reduced to: Cost of staff
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:
I was unaware of this lien. My partners and property managers didn't find it. I have put over $100,000 into the property and have tried in good faith to keep it code compliant.

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:
No

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 Minnesota COUNTY OF Hennepin. I, Jack Hanson 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.

Jack Hanson
(APPLICANT SIGNATURE)

Andrew T Chial
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced Driver's License

Andrew T Chial
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 28 day of July, 2023

ANDREW T. CHIAL
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2027

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. 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.

3. **Preparing for public hearing.** 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 applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board 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.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in 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; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Hanson Asset Group LLC

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate.

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **3rd** day of **December**, **2012**.

Max Maxfield
Secretary of State

By: Meghan Connor

Filed Date: 12/03/2012

Wyoming Secretary of State
State Capitol Building, Room 110
200 West 24th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Fax 307.777.5339
Email: Business@wyo.gov

Max Maxfield, WY Secretary of State
FILED: 12/03/2012 11:14 AM
ID: 2012-000633691

Limited Liability Company
Articles of Organization

1. Name of the limited liability company:

Hanson Asset Group LLC

2. Name and physical address of its registered agent:
(The registered agent may be an individual resident in Wyoming, a domestic or foreign entity authorized to transact business in Wyoming, having a business office identical with such registered office. ***The registered agent must have a physical address in Wyoming.*** *A Post Office Box or Drop Box is not acceptable. If the registered office includes a suite number, it must be included in the registered office address.)*

InCorp Services, Inc.
1621 Central Ave.
Cheyenne, WY 82001

3. Mailing address of the limited liability company:

2215 Humboldt Ave So Minneapolis, MN 55405

4. Principal office address:

2215 Humboldt Ave So Minneapolis, MN 55405

Signature: Joel T. Hanson
(Shall be executed by an organizer.)

Date: 11/21/2012
(mm/dd/yyyy)

Print Name: Joel T Hanson

Contact Person: Joel T Hanson

Daytime Phone Number: (612) 377-5045 Email: hansonjoe@msn.com



Business Record Details »

Minnesota Business Name

Hanson Asset Group

Business Type
Assumed Name

File Number
623777100026

Filing Date
10/23/2012

Renewal Due Date
12/31/2013

MN Statute
333

Home Jurisdiction
Minnesota

Status
Inactive

Principal Place of Business Address
2215 Humboldt Ave So
Minneapolis, MN 55405
USA

Nameholder	Nameholder Address
Joel T Hanson	2215 Humboldt Ave So, Minneapolis, MN 55405 – 2512

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

☐	Filing Date	Filing	Effective Date
☐	10/23/2012	Original Filing - Assumed Name (Business Name: Hanson Asset Group)	
	6/3/2015	Administrative Expiration - Assumed Name	

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INCORP

2360 Corporate Circle· Suite 400
Henderson, NV 89074-7722

Phone 702.866.2500
Toll-Free 800.2.INCORP (1-800-246-2677)
Fax 702.866.2689

www.incorp.com

Thursday, January 3, 2013

Attn: Hanson, Joel T
Hanson Asset Group LLC
2215 Humboldt Ave So
Minneapolis, MN 55405
United States

Hi Joel,

Congratulations! Your entity has been formed! Enclosed please find your filed articles for Hanson Asset Group LLC.

The next step is to take care of any IRS filings, Licensing, and bank account openings that are necessary, not the least of which is to obtain the EIN (Federal Tax ID). Please let me know if you would like assistance with this, InCorp can obtain the EIN for $69. We can also assist with licensing and opening a bank account if you'd like.

We also suggest you hold your first official meeting. This is the meeting where the Articles are accepted, Manager, Members and Managing Members elected, and banking resolutions made. You should also approve your Operating Agreement and perhaps issue some Membership Certificates.

Does all this sound complicated? We thought so, too. InCorp Services Inc. has prepared LLC packages (LLC Kit) to fit your needs if you desire assistance in maintaining your newly formed entity. Kits may be ordered through your online account at www.incorp.com, please let me know if I can assist you in any way.

Again, Congratulations and thank you so much for your business. If you have any questions or comments please let us know!

Sincerely,

The InCorp Team!

Dana Blickley, CFA, Brevard County Property Appraiser
Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700
www.BCPAO.us
Disclaimer

REAL PROPERTY DETAILS
Account 2422261 - Roll Year 2023

Owners	HANSONASSETGROUP LLC
Mailing Address	2215 HUMBOLDT AVE S MINNEAPOLIS MN 55405
Site Address	411 THOMAS AVE COCOA FL 32922
Parcel ID	24-36-29-75-A-16
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.17
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0011/0096
Subdivision	ROYAL GARDEN HOMES
Land Description	ROYAL GARDEN HOMES LOT 16 BLK A



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$126,270	$110,380	$68,790
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$83,220	$75,660	$68,790
Assessed Value School	$126,270	$110,380	$68,790
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$83,220	$75,660	$68,790
Taxable Value School	$126,270	$110,380	$68,790

SALES / TRANSFERS

Date	Price	Type	Instrument
07/26/2013	$12,700	XD	6934/0997
08/04/2010	--	WD	6430/1521
10/22/2003	--	QC	5112/3915
10/30/1994	$47,000	WD	3433/1299
07/30/1991	$45,000	WD	3140/3760
01/01/1900	--	NN	0006/0251

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	BU-TG/MMBRN
Roof Structure:	FLAT/SHED

Details	
Year Built	1957
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	960
Carport	180
Enclosed Por	220
Open Porch	35
Utility Room	120
Total Base Area	960
Total Sub Area	1,515

Extra Features	
Pool Deck	259
Screen Enclosure	168
All Screen - 1 Story	651
Covered Patio	161
Pool - Residential	1

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2021 PAID INDIVIDUAL TAX CERTIFICATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2422261		23D0

Pay your taxes online at www.brevardtc.com

PAYMENT MUST BE MADE BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD.

HANSONASSETGROUP LLC
2215 HUMBOLDT AVE S
MINNEAPOLIS, MN 55405-0000

411 THOMAS AVE

ROYAL GARDEN HOMES LOT 16 BLK A

Certificate Issued: 2022

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.5661	68,790	0	68,790	245.31
BREVARD LIBRARY DISTRICT	0.4118	68,790	0	68,790	28.33
BREVARD MOSQUITO CONTROL	0.1669	68,790	0	68,790	11.48
RECREATION DISTRICT 4 - MAINT	0.6193	68,790	0	68,790	42.60
TI-CO AIRPORT AUTHORITY	0.0000	68,790	0	68,790	0.00
SCHOOL - BY STATE LAW	3.6020	68,790	0	68,790	247.78
SCHOOL - BY LOCAL BOARD	0.7480	68,790	0	68,790	51.45
SCHOOL - CAPITAL OUTLAY	1.5000	68,790	0	68,790	103.19
CITY OF COCOA	6.4532	68,790	0	68,790	443.92
ST JOHNS RIVER WATER MGMT DST	0.2189	68,790	0	68,790	15.06
FLA INLAND NAVIGATION DIST	0.0320	68,790	0	68,790	2.20
ENV END LD/WTR LTD 05-24	0.0571	68,790	0	68,790	3.93
ENV END LD/WTR LTD(DBTP) 05-24	0.0488	68,790	0	68,790	3.36

TOTAL MILLAGE	17.4241	AD VALOREM TAXES	$1,198.61

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
115 STORMWATER COCOA	126.10
158 SOLID WASTE DISPOSAL	57.00
167 FIRE SERVICES - COCOA	228.76

PAY ONLY ONE AMOUNT IN BOXES BELOW			NON-AD VALOREM ASSESSMENTS		$411.86
Face: 1,781.72 Rate: 0.25%	Cert #3396 Bidder #66548	If Received By Please Pay	Oct 31, 2023 $1,877.06		

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2021 PAID INDIVIDUAL TAX CERTIFICATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2422261		23D0

Pay your taxes online at www.brevardtc.com

PAYMENT MUST BE MADE BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD.

RETURN WITH PAYMENT

HANSONASSETGROUP LLC
2215 HUMBOLDT AVE S
MINNEAPOLIS, MN 55405-0000

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE. NOT IN LINE"

Certificate Issued: 2022

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

Face: 1,781.72 Rate: 0.25%	Cert #3396 Bidder #66548	If Received By Please Pay	Oct 31, 2023 $1,877.06		

10/19/2023
Paid

Receipt # 219-24-00000176 **$1,877.06 Paid By HANSONASSETGROUP LLC**

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2022 PAID INDIVIDUAL TAX CERTIFICATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2422261		23D0

Pay your taxes online at www.brevardtc.com

PAYMENT MUST BE MADE BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD.

HANSONASSETGROUP LLC
2215 HUMBOLDT AVE S
MINNEAPOLIS, MN 55405-0000

411 THOMAS AVE

ROYAL GARDEN HOMES LOT 16 BLK A

Certificate Issued: 2023

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.2619	75,660	0	75,660	246.80
BREVARD LIBRARY DISTRICT	0.3763	75,660	0	75,660	28.47
BREVARD MOSQUITO CONTROL	0.1527	75,660	0	75,660	11.55
RECREATION DISTRICT 4 - MAINT	0.5775	75,660	0	75,660	43.69
TI-CO AIRPORT AUTHORITY	0.0000	75,660	0	75,660	0.00
SCHOOL - BY STATE LAW	3.2470	110,380	0	110,380	358.40
SCHOOL - BY LOCAL BOARD	0.7480	110,380	0	110,380	82.56
SCHOOL - CAPITAL OUTLAY	1.5000	110,380	0	110,380	165.57
CITY OF COCOA	6.4532	75,660	0	75,660	488.25
ST JOHNS RIVER WATER MGMT DST	0.1974	75,660	0	75,660	14.94
FLA INLAND NAVIGATION DIST	0.0320	75,660	0	75,660	2.42
ENV END LD/WTR LTD	0.0522	75,660	0	75,660	3.95
ENV END LD/WTR LTD(DBTP)	0.0425	75,660	0	75,660	3.22

TOTAL MILLAGE	16.6407	AD VALOREM TAXES	$1,449.82

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
115 STORMWATER COCOA	131.77
158 SOLID WASTE DISPOSAL	62.13
167 FIRE SERVICES - COCOA	235.62

PAY ONLY ONE AMOUNT IN BOXES BELOW			NON-AD VALOREM ASSESSMENTS	$429.52	
Face: 2,067.51 Rate: 5%	Cert #3396 Bidder #3758153	If Received By Please Pay	Oct 31, 2023 $2,177.14		

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2022 PAID INDIVIDUAL TAX CERTIFICATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2422261		23D0

Pay your taxes online at www.brevardtc.com

PAYMENT MUST BE MADE BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD.

RETURN WITH PAYMENT

HANSONASSETGROUP LLC
2215 HUMBOLDT AVE S
MINNEAPOLIS, MN 55405-0000

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE. NOT IN LINE"

Certificate Issued: 2023

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

Face: 2,067.51 Rate: 5%	Cert #3396 Bidder #3758153	If Received By Please Pay	Oct 31, 2023 $2,177.14		

10/19/2023
Paid

Receipt # 219-24-00000176 **$2,177.14 Paid By HANSONASSETGROUP LLC**

Jennifer Shaver Photography
Fine Art Newborn Photography
Custom Sessions | Award-Winning Newborn Photographer

Hanson

Website

Directions

Summary

Hanson Asset Group is a business created in Minnesota and is a Assumed Name under local business registration law. Having the registration number 623777100026, according to the government registry, it is Active / In Good Standing.

Status

Active / In Good Standing updated recently

more like this →

Kind

Assumed Name

more like this →

Address

2215 Humboldt Ave So, Minneapolis MN 55405 , USA

Officers

More

Regulatory regime

Minnesota Secretary of State

Update status

Last checked: 2023-07-22 22:48:41 UTC

Comments

Rate this business



0 Comments 1 ONLINE Sort By Best

Post a comment – no account required LOGIN SIGNUP

Jennifer Shaver Photography

Jennifer Shaver Photography

We Help You Turn Precious Memories into Forever Artworks.

Website Directic

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000234
CERTIFIED MAIL: 70112970000212033260

April 25, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Trustee Maximo Pean
P O Box 541027
Merritt Island, FL 32954

VS.

NOTICE OF VIOLATION

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) described below is/are to be voluntarily performed within ten (10) days.

In the event that the violation(s) is/are not corrected within the time period set forth above or the violation(s) recur(s) even if the violation(s) is/are corrected at the time of hearing Respondent(s) may be required to attend a hearing before the Code Enforcement Board for the City of Cocoa, and a penalty as provided below may be imposed.

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 each first violation or up to $500 per day for each repeat violation described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time period required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection.

1. Property where violation(s) exist(s):

411 Thomas Ave, Parcel I.D.# 24-36-29-75-0000A.0-0016.00

2. Name and address of owner(s) of Property where violation(s) exist(s):

Maximo Pean Trustee
P O Box 541027
Merritt Island, FL 32954

3. Description of violation(s) at Property:

See attached

4. Recommendations to correct violation(s) described above :

See attached

If you have any questions regarding this Notice of Ordinance/Code Violation or the recommendations contained herein do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Rich Dreiling
Code Enforcement 321-433-8575

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000234
CERTIFIED MAIL: 7011297000023031

May 17, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

TRUSTEE MAXIMO PEAN
P O BOX 541027
MERRITT ISLAND FL 32954

VS.

Findings of Fact and Conclusions of Law and Order

THIS CAUSE came on for public hearing before the Code Enforcement Board on May 17, 2012, after due notice to Respondent(s). And the Board, having heard testimony under oath, received evidence, considered stipulations and heard argument, thereupon issues it's Findings of Fact, and it's Conclusions of Law and Order, as follows : The Board found the owner in violation and gave them 7 days to correct the violations or a fine of $250.00 per day until all violations are corrected and $500.00 for a reoccurrence.

1. FINDINGS OF FACT

The Respondent(s), TRUSTEE MAXIMO PEAN whose mailing address is P O BOX 541027 MERRITT ISLAND FL 32954, is the owner or person in charge of the property described as 411 THOMAS AVE Cocoa, Fl., Parcel ID: # 24-36-29-75-0000A.0-0016.00 . The date this condition first observed was, April 25, 2012, and that re-inspection was made on May 17, 2012, and confirmed the condition as being the same. The aforesaid condition constituted a violation of the Code of Cocoa, Florida, and was to be corrected by May 24, 2012. That correction has not been made.

2. CONCLUSIONS OF LAW

The Respondent(s), TRUSTEE MAXIMO PEAN, by reason of the foregoing is in violation of the Code of Cocoa, Florida, Sec. (see attached) in that the Respondent(s) has/have failed to remedy the violation(s), and is/are subject to the provisions of the Code of Cocoa, Florida.

3. ORDER

Respondent(s) is/are to correct the aforesaid violation(s) on or before May 24, 2012. In the event that the aforesaid violation(s) is/are not corrected by said date, then in that event, The City of Cocoa shall impose a fine of $250.00 per day, for each day that the violation(s) exist.

In addition, if the violation is corrected and thereafter the violation has been repeated, there shall be imposed against the Respondent(s) TRUSTEE MAXIMO PEAN, a fine of $500.00 per day, for each day that the violation(s) has/have been repeated. A hearing shall be necessary for the issuance of this ORDER.

DONE AND ORDERED THIS 17th day of May, 2012.

by

CODE ENFORCEMENT BOARD
OF THE CITY OF COCOA, FLORIDA

Chairman , Code Enforcement Board

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000234
CERTIFIED MAIL: 70112370000212033280

April 25, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Trustee Maximo Pean
P O Box 541027
Merritt Island, FL 32954

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on the May 17, 2012, 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, attached as Exhibit "A" 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.

Rich Dreiling
Code Enforcement 321-433-8575

CFN 2012127916, OR BK 6634 PAGE 2443,
Recorded 07/03/2012 at 09:28 AM, Mitch Needelman, Clerk of Courts, Brevard County
Pgs:1

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000234
CERTIFIED MAIL: 70120470000107794757

June 25, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Maximo Pean Trustee
P O Box 541027
Merritt Island, FL 32954

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on May 17, 2012, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated May 17, 2012.
Accordingly, it having been brought to the Board's attention on June 21, 2012, That Respondent(s) have not complied with the Order dated May 17, 2012, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of $250.00 per day for each and every day the violation(s) exists and continues to exist 411 Thomas Ave, described as: Parcel ID 24-36-29-75-0000A.0-0016.00.

After May 24, 2012, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.
DONE AND ORDERED this 21st day of June, 2012, at City of Cocoa, Florida.

CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

_____
Chairman of Board

CERTIFICATION:
I hereby certify that this is an Original Copy of the order of the Code Enforcement Board dated:
Date: 6/25/12 **Signed:** Mary Lou Stearns
Mary Lou Stearns, Recording Secretary Code Enforcement Board

MARY LOU STEARNS
Notary Public - State of Florida
My Comm. Expires Sep 3, 2015
Commission # EE 93583
Bonded Through National Notary Assn.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-12--234 **Date: 10/18/2023**

HANSONASSETGROUP LLC

Site Address: 411 Thomas

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	5	0.75	$35.06	$131.48
2	Code Manager	1	0.75	$48.54	$36.41
3					
				Total A1	$167.88

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	5	0.5	35.06	$175.30
2	Code Manager	1	0.5	48.54	$48.54
3					
				Total A2	$223.84

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	8	$36.06	$288.48
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$588.48

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	260	$0.35	$91.00
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	45	$0.55	$24.75
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$219.83

C. Total Amount of Cost (A1+A2+A3+B): $1,200.03

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
10/19/2023

LIEN REDUCTION REQUEST FOR
411 Thomas Ave

CASE # 12-234

The Code Enforcement Board held a public hearing on **5/17/2012**, at which time the Board found the owner, **Maximo Pean Trustee** in violation of the following:

- **Storing Junk, Sec 6-900 (b) (11)**
- **Pool Enclosures, Sec. 6-1002 (b)**
- **Pools and Spas, Sec. 6-1002 (a)**

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 **6/21/2012.**

The lien ran at **$250.00** per day from **5/24/2012** until compliance was achieved on **10/29/2023**. Code records show onsite inspections were conducted by Officer's Dreiling, Murdick and myself. The case was closed leaving a fine of **$125,539.80**.The current owner, **Hanson Asset Group LLC**, is requesting that the lien be reduced to **Cost of Staff**.

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, this is a rental property**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **6**
- Property Taxes: **The taxes were paid this morning and are now paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **The property was inspected this morning, October 19, 2023 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 **$126,270.00** according the Brevard County Property Appraiser as a **Single-Family Residence**. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$1,200.03**

Staff's recommendation is that the fine/lien be reduced to **$1,200.03** 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.

Legislation Details (With Text)

File #:	23-683	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	10/20/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave, (CE-20-708) be reduced to $2,317.19 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LR Appl CE-20-708.pdf BCPAO.pdf 2021 Tax Cert..pdf 2022 Tax Cert.pdf LLC paperwork.pdf IRL.pdf NOV .pdf FNOV.docx NOH.pdf NOHNC.pdf Board Order CE-20-708.pdf Order Imposing .pdf Cost Aff -411(2).pdf LR Staff Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 24, 2023
Agenda Date: November 14, 2023
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave, (CE-20-708) be reduced to $2,317.19 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 20-708

The Code Enforcement Board held a public hearing on **1/21/2021**, at which time the Board found the

owner, **Hanson Asset Group LLC** in violation of the following:

- **Parking in Yard, Sec. 6-900 (b) (9)**
- **Storing Outdoors, Sec. 6-900 (b) (11)**

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 **3/18/2021.**

The lien ran at **$50.00** per day from **2/21/2021** until compliance was achieved on **1/6/2022**. Code records show onsite inspections were conducted by Officer's **Murdick and myself**. The case was closed leaving a fine of **$15,950.00**.The current owner, **Hanson Asset Group LLC**, is requesting that the lien be reduced to **Cost of Staff**.

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; **Yes**
- Applicant resides at the property: **No, this is a rental property**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **20**
- Property Taxes: **The taxes were paid this morning and are now paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **The property was inspected this morning, October 19, 2023 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 **$126,270.00** according the Brevard County Property Appraiser as a **Single-Family Residence**. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$2,317.19**

Staff's recommendation is that the fine/lien be reduced to **$2,317.19** 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.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting October 19, 2023, recommended that the lien be reduced to $2,317.19.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave, (CE-20-708) be reduced to $2,317.19 as recommended by the Code Enforcement Board.

Application # CE - 19 - 708

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

APPROVED

BY: AGR DATE: 25SEP23

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

Denied
- fence needs Paint (new)
- NO fence Permit
- Pool needs to be cleaned

Stamp Only When Application is Fully Complete — AG 03AUG23

- Owner ctd'd by email. No Answer via phone

Please TYPE or PRINT this application neatly.

1. **Date:** 7/28/23

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Hanson Asset Group LLC

Name: Joel Hanson

Mailing Address: 2215 Humboldt Ave So.

City: Minneapolis State: MN Zip Code: 55405

Phone #: 612 377 5045 Fax #: _____

Mobile #: 612 258 7304 E-mail: 2dogslivehere@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:~~ _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

Application # CE - 19 - 708

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
JUL 28 2023
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 7/28/23

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Hanson Asset Group LLC

Name: Jack Hanson

Mailing Address: 2215 Humboldt Ave So.

City: Minneapolis State: MN Zip Code: 55405

Phone #: 612 377 5645 Fax #:

Mobile #: 612 258 7304 E-mail: 2dogslivehere@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:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

4. Information for property on which lien occurs:

Street Address and Location: 411 Thomas

Parcel ID:

24-36-29-05-A16□□.□-

□□□□.□□

Tax Account Number:

2422261

Existing Use(s) on Property: Rental

Proposed Use(s) on Property: 2nd home

(If residential – (circle one) **owner occupied** or (rental)), if rental does property owner anticipate accepting any state or federal rental subsidies? No

Nature of Violation(s): Vehicle parked in yard.

Date Fine or Lien Imposed: 2/21/21 Amount of Fine: $ 50.00 per day per day
$ 15,960.00

Have the violation(s) on the subject property been corrected (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 1/6/22

5. Please provide the following information:

Code enforcement case number: [redacted] 4420-7088 8/1+

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:
I thought I had brought this property into Code Compliance but I had not. I am requesting a lien reduction to bring this property into Code compliance.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I live in another state, I have someone watching over my property. I understood the violation was corrected. Mistakes were made, it wasn't.

Amount you are requesting that the lien be reduced to: the cost of staff

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:

I have spent over $100,000 to improve this property and bring it up to code. I am requesting a lien reduction to bring it into code compliance.

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:

No

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 Minnesota COUNTY OF Hennepin. I, Joel Hanson 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.

Joel Hanson
(APPLICANT SIGNATURE)

Andrew T. Chial
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Drivers License

Andrew T Chial
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 28 day of July, 20 23

ANDREW T. CHIAL
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2027

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. 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.

3. **Preparing for public hearing.** 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 applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board 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.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in 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; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Hanson Asset Group LLC

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate.

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **3rd** day of **December**, **2012**.

Max Maxfield
Secretary of State

By: Meghan Connor

Filed Date: 12/03/2012

Wyoming Secretary of State
State Capitol Building, Room 110
200 West 24th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Fax 307.777.5339
Email: Business@wyo.gov

Max Maxfield, WY Secretary of State
FILED: 12/03/2012 11:14 AM
ID: 2012-000633691

Limited Liability Company
Articles of Organization

1. Name of the limited liability company:

Hanson Asset Group LLC

2. Name and physical address of its registered agent:
*(The registered agent may be an individual resident in Wyoming, a domestic or foreign entity authorized to transact business in Wyoming, having a business office identical with such registered office. **The registered agent must have a physical address in Wyoming.** A Post Office Box or Drop Box is not acceptable. If the registered office includes a suite number, it must be included in the registered office address.)*

InCorp Services, Inc.
1621 Central Ave.
Cheyenne, WY 82001

3. Mailing address of the limited liability company:

2215 Humboldt Ave So Minneapolis, MN 55405

4. Principal office address:

2215 Humboldt Ave So Minneapolis, MN 55405

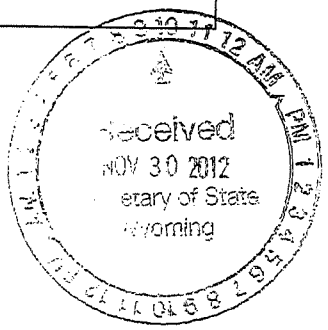
Signature: Joel T. Hanson
(Shall be executed by an organizer.)

Date: 11/21/2012
(mm/dd/yyyy)

Print Name: Joel T Hanson

Contact Person: Joel T Hanson

Daytime Phone Number: (612) 377-5045 Email: hansonjoe@msn.com



Business Record Details »

Minnesota Business Name
Hanson Asset Group

Business Type
Assumed Name

File Number
623777100026

Filing Date
10/23/2012

Renewal Due Date
12/31/2013

MN Statute
333

Home Jurisdiction
Minnesota

Status
Inactive

Principal Place of Business Address
2215 Humboldt Ave So
Minneapolis, MN 55405
USA

Nameholder	Nameholder Address
Joel T Hanson	2215 Humboldt Ave So, Minneapolis, MN 55405 – 2512

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

	Filing Date	Filing	Effective Date
☐	10/23/2012	Original Filing - Assumed Name (Business Name: Hanson Asset Group)	
	6/3/2015	Administrative Expiration - Assumed Name	

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INCORP

2360 Corporate Circle· Suite 400
Henderson, NV 89074-7722

Phone 702.866.2500
Toll-Free 800.2.INCORP (1-800-246-2677)
Fax 702.866.2689

www.incorp.com

Thursday, January 3, 2013

Attn: Hanson, Joel T
Hanson Asset Group LLC
2215 Humboldt Ave So
Minneapolis, MN 55405
United States

Hi Joel,

Congratulations! Your entity has been formed! Enclosed please find your filed articles for Hanson Asset Group LLC.

The next step is to take care of any IRS filings, Licensing, and bank account openings that are necessary, not the least of which is to obtain the EIN (Federal Tax ID). Please let me know if you would like assistance with this, InCorp can obtain the EIN for $69. We can also assist with licensing and opening a bank account if you'd like.

We also suggest you hold your first official meeting. This is the meeting where the Articles are accepted, Manager, Members and Managing Members elected, and banking resolutions made. You should also approve your Operating Agreement and perhaps issue some Membership Certificates.

Does all this sound complicated? We thought so, too. InCorp Services Inc. has prepared LLC packages (LLC Kit) to fit your needs if you desire assistance in maintaining your newly formed entity. Kits may be ordered through your online account at www.incorp.com, please let me know if I can assist you in any way.

Again, Congratulations and thank you so much for your business. If you have any questions or comments please let us know!

Sincerely,

The InCorp Team!

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

April 29th, 2020 **Inspection Report Letter** CASE # 20-708

Owner/Address:
Hansonassetgroup Llc
2215 Humboldt Ave S
Minneapolis MN 55405

PROPERTY LOCATION: 411 Thomas Ave Cocoa FL 32922
PARCEL ID #: 24-36-29-75-A-16
INSPECTION VISIT DATE: April 27th, 2020

You are hereby being notified that an inspection of the above property disclosed that you have violations of the code(s)**/**ordinance(s) of the City of Cocoa, Florida that are itemized and attached to this letter. This letter is just to notify that violations exist on the above-mentioned property. Due to the status of the corona virus no time frame will be set to comply at this time. So, we are asking that you look at your property and work towards complying the violations outlined below to avoid a future Notice of Violation.

City of Cocoa Code Violation(s):

XX.Parking in Yard Ch 6 Sec. 6-900 (b)(9)
XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)

Corrective Action*:*

XX-Please cease parking vehicles in the front yard area of the property.
XXXIII-Please remove all items or place all outside storage in a fully enclosed building.

ATTENTION: *Your Code Officer is enclosing our Code Brochure that outlines common code violations. If you have any questions, please contact your Code Officer listed below. E-mail is preferred.*

It is the goal of Code Enforcement to gain voluntary compliance in all cases. This is achieved by working together to resolve these issues.

Sincerely,

Steven Murdick

Steven Murdick
Code Enforcement Officer
321-433-8530 smurdick@cocoafl.org

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 5/30/2020
CASE: 20-708

To: **Hansonassetgroup Llc**
2215 Humboldt Ave S
Minneapolis MN 55405

Notice of Violation

Address of Violation: 411 Thomas Ave Cocoa FL 32922
Parcel Control No.: 24-36-29-75-A-16
Legal Description: Royal Garden Homes Lot 16 Blk A

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):

XX.Parking in Yard Ch 6 Sec. 6-900 (b)(9)

XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)

Corrective Action:

XX-Please cease parking vehicles in the front yard area of the property.

XXXIII-Please remove all items or place all outside storage in a fully enclosed building.

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: 1/4/2021
CASE: 20-708
ADDRESS: 411 Thomas Ave

To: **Hansonassetgroup Llc**
2215 Humboldt Ave S
Minneapolis MN 55405

Complainant	**Respondent(s)**
THE CITY OF COCOA,	**Hansonassetgroup Llc**
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 1/21/2021, 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

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: 3/1/2021
CASE: 20-708
ADDRESS: 411 THOMAS AVE

To: HANSONASSETGROUP LLC
2215 HUMBOLDT AVE S
MINNEAPOLIS MN 55405

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	HANSONASSETGROUP LLC
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 3/18/2021, 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. 20-708

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

HANSONASSETGROUPLLC
Owners of the Property located at:
411 THOMAS AVE
Cocoa, FL 32922
Parcel ID: 24-36-29-75-A-16

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 January 21, 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:

☐ *XX.Parking in Yard Ch 6 Sec. 6-900 (b)(9)*

☐ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*

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:

☐ *XX.Parking in Yard Ch 6 Sec. 6-900 (b)(9)*

☐ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until February 21, 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 $_____ 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 _____ DAY OF _____, 2021.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

_____
Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at HANSONASSETGROUP LLC, whose mailing address is 2215 HUMBOLDT AVE S MINNEAPOLIS MN 55405 this ___ day of _____, 21_____via __hand delivery/__certified mail/__U.S. mail/__posting (mark all that apply).

_____
Secretary, Code Enforcement Board

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-708
3/18/2021

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

HANSONASSETGROUP LLC
Owners of the Property located at:
411 THOMAS AVE
Cocoa FL 32922

Parcel ID: 24-36-29-75-A-16

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 3/18/2021 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 2/21/2021

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 $ 50.00 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 18th , day of March, 2021

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford

Jim Gifford, Chairman

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 18 day of April, 2021, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Darla D. Crowl

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266894
Expires 11/11/2022

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-20-708 **Date: 10/18/2023**

HANSONASSETGROUP LLC

Site Address: 411 Thomas

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	3	0.75	$48.54	$109.22
3					
				Total A1	$608.82

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	19	0.5	35.06	$666.14
2	Code Manager	1	0.5	48.54	$48.54
3					
				Total A2	$714.68

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	9	$36.06	$324.54
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$69.71	$139.42
4					
5					
				Total A3	$763.96

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	260	$0.35	$91.00
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	63	$0.55	$34.65
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$229.73

C. Total Amount of Cost (A1+A2+A3+B): $2,317.19

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
10/19/2023

LIEN REDUCTION REQUEST FOR
411 Thomas Ave

CASE # 20-708

The Code Enforcement Board held a public hearing on **1/21/2021**, at which time the Board found the owner, **Hanson Asset Group LLC** in violation of the following:

- **Parking in Yard, Sec. 6-900 (b) (9)**
- **Storing Outdoors, Sec. 6-900 (b) (11)**

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 **3/18/2021.**

The lien ran at **$50.00** per day from **2/21/2021** until compliance was achieved on **1/6/2022**. Code records show onsite inspections were conducted by Officer's **Murdick and myself**. The case was closed leaving a fine of **$15,950.00**.The current owner, **Hanson Asset Group LLC**, is requesting that the lien be reduced to **Cost of Staff**.

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; **Yes**
- Applicant resides at the property: **No, this is a rental property**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **20**
- Property Taxes: **The taxes were paid this morning and are now paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **The property was inspected this morning, October 19, 2023 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 **$126,270.00** according the Brevard County Property Appraiser as a **Single-Family Residence**. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$2,317.19**

Staff's recommendation is that the fine/lien be reduced to **$2,317.19** 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.

Legislation Details (With Text)

File #:	23-684	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/20/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Approval of the requested street closure outside the CBD for the Moore Center Centennial Celebration on December 2, 2023. (Director of Comm. & ED Development)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Road Closure.JPG				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 20, 2023
Agenda Date: November 14, 2023
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the requested street closure outside the CBD for the Moore Center Centennial Celebration on December 2, 2023.

BACKGROUND:

Per the special events ordinance, all street closure requests must be approved by City Council. This request is outside of the Central Business District and therefore does not count towards the allotted 24 street closures permitted per year in that area.

Moore Center Centennial Celebration, Saturday, December 2, 2023, 4:30-8:30pm.
Blake Ave: between Stone Street and Bernard Street
Total Closure - Half Day

The Moore Center Centennial Celebration will begin at Emma Jewel Charter Academy where attendees will watch a short video about the Moore building and then can either walk or take a golf cart to the Moore Building. Emma Jewel Charter Academy has ample parking available and a bigger room with equipment to show the showcase video. The remainder of the event will take place at the Moore Building. Closing traffic on this stretch of the roadway will allow us to shuttle attendees better and ensure a safe trip from Emma Jewel to the Moore Building.

We will notify homeowners along this stretch of roadway about the closure and will place signs in the area two weeks prior to the closure.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

none

PREVIOUS ACTION:

All other 2023 Road Closure requests were approved last year on December 13, 2022 by Cocoa City Council.

RECOMMENDED MOTION:

Approval of the requested street closure outside the CBD for the Moore Center Centennial Celebration on December 2, 2023.


Mango Ave
Ave
Stone
Weed & Seed
Valencia Ave
Barba
The Real Church
Thomas Ln
Bernard St
Emmons
Church o
Weed & Se
nma Jewel
r Academy
Tripping t
Photograp
Knight St
Howard St
Knigl
Blake Ave
Rosa L

Legislation Details (With Text)

File #:	23-712	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	11/7/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	Consider the appointment of Melissa Acosta-Bonilla, Dik Muller and/or Josue Otero to fill the vacancy of an unexpired Regular member term as well as the 1st Alternate member seat on the Code Enforcement Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Melissa Acosta-Bonilla Application.pdf Dik Muller Application.pdf Josue Otero Application.pdf Code Enforcement Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2023
Agenda Date: November 14, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Melissa Acosta-Bonilla, Dik Muller and/or Josue Otero to fill the vacancy of an unexpired Regular member term as well as the 1st Alternate member seat on the Code Enforcement Board.

BACKGROUND:

Staff is requesting that the Council consider the following eligible applicants, listed below, to fulfill the remaining unexpired term of David Lightholder who was a Regular member on the Code Enforcement Board. **This term expires on June 30, 2024.** Additionally, Council will also need to consider one of the applicants to fulfill the 1st Alternate member seat as that seat is currently vacant as well.

The applicants are:

Melissa Acosta-Bonilla
Dik Muller
Josue Otero

It should be noted that Mr. Otero is currently the 2nd Alternate member. If Mr. Otero is selected to fulfill the unexpired term of Mr. Lightholder, the 2nd Alternate member seat will become available.

Each applicant meets the requirements for serving on a City board. All applications are attached for Council's review, along with a board roster.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the appointment of Melissa Acosta-Bonilla, Dik Muller and/or Josue Otero to fill the vacancy of an unexpired Regular member term as well as the 1st Alternate member seat on the Code Enforcement Board.

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Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, June 14, 2022 12:29 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Melissa
Last Name	Acosta-Bonilla
Application Date	6/14/2022
Address1	821 Peachtree St A-10
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	3212652532
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	[redacted]
E-mail Address	semperfiparalegal@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Police Community Relations Advisory Board, Redevelopment Agency (Cocoa)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I would love to make a difference in the city and also have the opportunity to learn more.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Hispanic-American
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Melissa Acosta-Bonilla
Date:	6/14/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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REAL PROPERTY DETAILS
Account 2424102 - Roll Year 2023

Owners	HARBOUR MHC LLC
Mailing Address	10221 RIVER RD, # 59831 POTOMAC MD 20854
Site Address	821 PEACHTREE ST COCOA FL 32922
Parcel ID	24-36-32-00-7
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	2892 - MANUF. HOUSING PARK - 26 TO 50 SPACES RENTALS
Total Acres	2.58
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	SOUTH 351 FT OF N 1321 FT OF WEST 320.5 FT OF E 620.5 FT OF NE 1/4 OF NE 1/4 AS DES IN ORB 293 PG 325



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$793,000	$727,000	$522,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$793,000	$727,000	$522,000
Assessed Value School	$793,000	$727,000	$522,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$793,000	$727,000	$522,000
Taxable Value School	$793,000	$727,000	$522,000

SALES / TRANSFERS

Date	Price	Type	Instrument
09/27/2021	$1,144,000	WD	9297/0677
07/30/2012	$1,700,000	WD	6664/1191
10/26/2009	$681,500	WD	6054/1669
07/06/2006	$900,000	WD	5672/2031
09/29/2004	$665,000	WD	5367/4362
12/23/1999	$255,800	PR	4118/2336
09/30/1999	--	CT	4072/0308
09/28/1999	--	CT	4071/0560
07/01/1995	$192,000	01	3494/2772
11/30/1990	$207,600	WD	3095/1167
05/26/1989	--	QC	2999/3851
11/20/1985	$285,000	WD	2651/2227
05/15/1985	$46,000	WD	2601/0996

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 2500 - REPAIR SVC SHOP - EXCL AUTO - (RADIO, TV, ELECTRIC REPAIR, REFRIG SERVICE, PAINT

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	BU-TG/MMBRN
Roof Structure:	WOOD TRUSS

Sub-Areas	
Base Area (1st)	360
Total Base Area	360
Total Sub Area	360

Details	
Year Built	1960
Story Height	10
Floors	1
Residential Units	48
Commercial Units	0

Extra Features	
Park Owned Mobile Homes	1
Fence - Barb Wire	1,011
Fence - Chain Link 6'	1,011
Fence - Wood 6'	243
Washer Hookup	2
Dryer Hookup	2
Fence - Wood 6'	26

Extra Features	
RV/Mh Space	45
Paving - Concrete	320

Monica Arsenault

From: noreply@civicplus.com
Sent: Tuesday, October 17, 2023 9:18 AM
To: City Clerk
Subject: **SPAM** Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Dik
Last Name	Muller
Application Date	10/17/2023
Address1	307 Bellaire Dr.
City	Cocoa
State	FL
Zip	32922
Cocoa City Council District	District 4
Home Phone Number	3123430104
Work Phone Number	3126541000
Cell Phone Number	3123430104
Other Phone Number	3126541000
Place of Business	307 Bellaire Dr. Cocoa FL 32922

Title/Position Held	President0924
Date of Birth*	[redacted]
E-mail Address	info@dixdesigngroup.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes

If yes, please list all addresses you own in the City of Cocoa:

Address1	2701 N. Indian River Dr.
Address2	*Field not completed.*
City	Cocoa
State	FL
Zip	32922
Address1	*Field not completed.*
Address2	*Field not completed.*
City	Chicago
State	IL
Zip	60606

Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I'm a property owner and residential builder. Gaining knowledge of the city I live in is most important. I feel I can contribute effectively based on 30 years of design build experience.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Dik Muller
Date:	10/17/2023
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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REAL PROPERTY DETAILS

Account 2413874 - Roll Year 2023

Owners	PORRECA, PAUL J
Mailing Address	60 URANUS AVE MERRITT ISLAND FL 32953
Site Address	307 BELLAIRE DR COCOA FL 32922
Parcel ID	24-36-17-53-8-1
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.14
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0003/0061
Subdivision	CARLETON TERRACE, AMENDED PLAT OF
Land Description	CARLETON TERRACE, AMENDED PLAT OF LOT 1 BLK 8



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$137,550	$131,030	$99,810
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$137,550	$131,030	$99,810
Assessed Value School	$137,550	$131,030	$99,810
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$137,550	$131,030	$99,810
Taxable Value School	$137,550	$131,030	$99,810

SALES / TRANSFERS

Date	Price	Type	Instrument
01/20/2021	$125,000	PR	8991/2683
05/18/2020	$115,400	WD	8749/2253
08/06/2018	--	QC	8232/0703
05/01/1973	--	QC	1346/0529

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details	
Year Built	1965
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,080
Carport	273
Open Porch	60
Utility Room	78
Total Base Area	1,080
Total Sub Area	1,491

Extra Features
No Data Found

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REAL PROPERTY DETAILS

Account 2413865 - Roll Year 2023

Owners	MULLER, RICHARD; MULLER, LINDA
Mailing Address	165 N CANAL ST, # 1525 CHICAGO IL 60606
Site Address	2701 N INDIAN RIVER DR COCOA FL 32922
Parcel ID	24-36-17-53-7-1
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0010 - VACANT RESIDENTIAL LAND (SINGLE FAMILY, PLATTED)
Total Acres	0.19
Site Code	0113 - RIVER VIEW (LIMITED)
Plat Book/Page	0003/0061
Subdivision	CARLETON TERRACE, AMENDED PLAT OF
Land Description	CARLETON TERRACE, AMENDED PLAT OF LOT 1 BLK 7



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$82,000	$82,000	$75,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$82,000	$78,650	$71,500
Assessed Value School	$82,000	$82,000	$75,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$82,000	$78,650	$71,500
Taxable Value School	$82,000	$82,000	$75,000

SALES / TRANSFERS

Date	Price	Type	Instrument
08/30/2017	$80,100	WD	7984/0609
09/14/2014	--	QC	7215/0001
07/11/2003	$67,500	WD	4987/2560
04/01/1999	--	CT	4001/0135
09/30/1991	$42,500	WD	3153/0204
12/22/1988	$36,000	WD	2971/2977
09/20/1988	$32,300	WD	2944/2570
01/30/1987	--	QC	2770/2062

No Data Found



CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Josue Otero Application Date: 11/25/2022

Street Address, Including Zip Code: 2603 N. Indian River Dr.

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 X

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 305 434 5606

Place of Business: N/A

Title/Position Held: N/A

Date of Birth[2] [redacted]

Email Address: oterojj23@yahoo.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

X	Affordable Housing Advisory Committee	X	Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
X	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority	X	Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No X
Do you consent to a standard criminal background check? Yes ____ No X
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I am interested in serving the community which I reside. I am a United States Marine Corps veteran with a tour in Iraq. My leadership skills from the military will be essential to the City Board. I have also served in the selection committee for the Chief of Police for the City of Cocoa.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
X Hispanic-American
____ Native American
____ Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

Brevard County Property Appraiser

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PROPERTY DETAILS

Account	2413863
Owners	OTERO, JOSUE; ROONEY-OTERO, KATHLEEN MARGARET
Mailing Address	2603 N INDIAN RIVER DR COCOA FL 32922
Site Address	2603 N INDIAN RIVER DR COCOA FL 32922
Parcel ID	24-36-17-53-6.A-4.01
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Taxing District	23D0 - COCOA
Total Acres	0.38
Subdivision	CARLETON TERRACE, AMENDED PLAT OF
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0003/0061
Land Description	CARLETON TERRACE, AMENDED PLAT OF PART OF LOT 15 AS DES IN ORB 167 PG 506,S 1/2 OF LOT 16 & LOT 4 EX ORB 167 PG 505 BLK 6-A



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$304,620	$245,550	$194,520
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$235,680	$228,820	$166,940
Assessed Value School	$235,680	$228,820	$194,520
Homestead Exemption	$25,000	$25,000	$0
Additional Homestead	$25,000	$25,000	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$185,680	$178,820	$166,940
Taxable Value School	$210,680	$203,820	$194,520

SALES/TRANSFERS

Date	Price	Type	Instrument
02/14/2020	$384,000	WD	8669/2502
08/26/2013	--	QC	6958/0935
08/26/2013	--	QC	6958/0933
08/26/2013	--	QC	6958/0928
08/13/2013	--	QC	6958/0930
05/03/2013	$39,000	QC	6869/1618
05/11/2012	--	QC	6598/2062
09/07/2011	--	QC	6449/0167
06/03/1983	$66,500	WD	2435/0886
07/01/1969	--	--	1088/0664
02/01/1966	--	WD	0847/0208

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1957
Frame:	MASNRYCONC	Story Height	9
Roof:	ASPH/ASB SHNGL	Floors	1

Roof Structure:	HIP/GABLE

Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,280
Enclosed Por	264
Total Base Area	1,280
Total Sub Area	1,544

Extra Features	
Covered Patio	160
Garage Detached	384
Recreation Room	384
Screen Enclosure	168
Wood Deck	144
Carport	240
Screen Enclosure	366
Covered Patio	30
Patio - Concrete	168

Code Enforcement Board **Meets Third Thursday Every Month @ 6pm** **Expirations in June** **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	06/21 Reappointed 01/2021 appointed	2024
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2026
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2024
Chris Davis Fulfilling Ed Green's term	1113 Westview Dr. Cocoa, FL 32922 topherwilliamdavis@gmail.com Christopher.davis@brevardfl.gov (work email)	513-278-3400	01/10/23 Appointed	2024
Verna Hughes (fulfilling term of Kimberly Curtis)	15 N. Indian River Drive, #304 Cocoa, FL 32922 Vernabrunner@cs.com	626-5000 cell	09/2022 appointed (to fulfill unexpired term of Kimberly Curtis)	2024
~~David Lightholder~~ **VACANCY**	~~219 Broadview Dr.~~ ~~Cocoa, FL 32922~~ ~~Dave_jr@LBCMI.us~~	~~636-1354 hm~~ ~~449-9494 wk~~ ~~863-4774 cell~~	~~06/21 Reappointed~~ ~~07/18 Reappointed~~ ~~05/15 Reappointed~~ ~~03/15 appointed~~ ~~(filled C. Young seat)~~	~~2024~~
~~1st Alternate~~ ~~Aurora Ramirez~~ **VACANCY**	~~2600 N. Indian River Dr.~~ ~~Cocoa, FL 32922~~ ~~bviwish@gmail.com~~	~~407-721-0128~~		~~No expiration~~
2nd Alternate Josue Otero	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606		No expiration
LIAISON	~~Councilman Dyal~~	474-4924	Updated 11/2023	

Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	23-687	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/26/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders-CM Authorized September 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2023
Agenda Date: November 14, 2023
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of September 30th, 2023. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

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

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

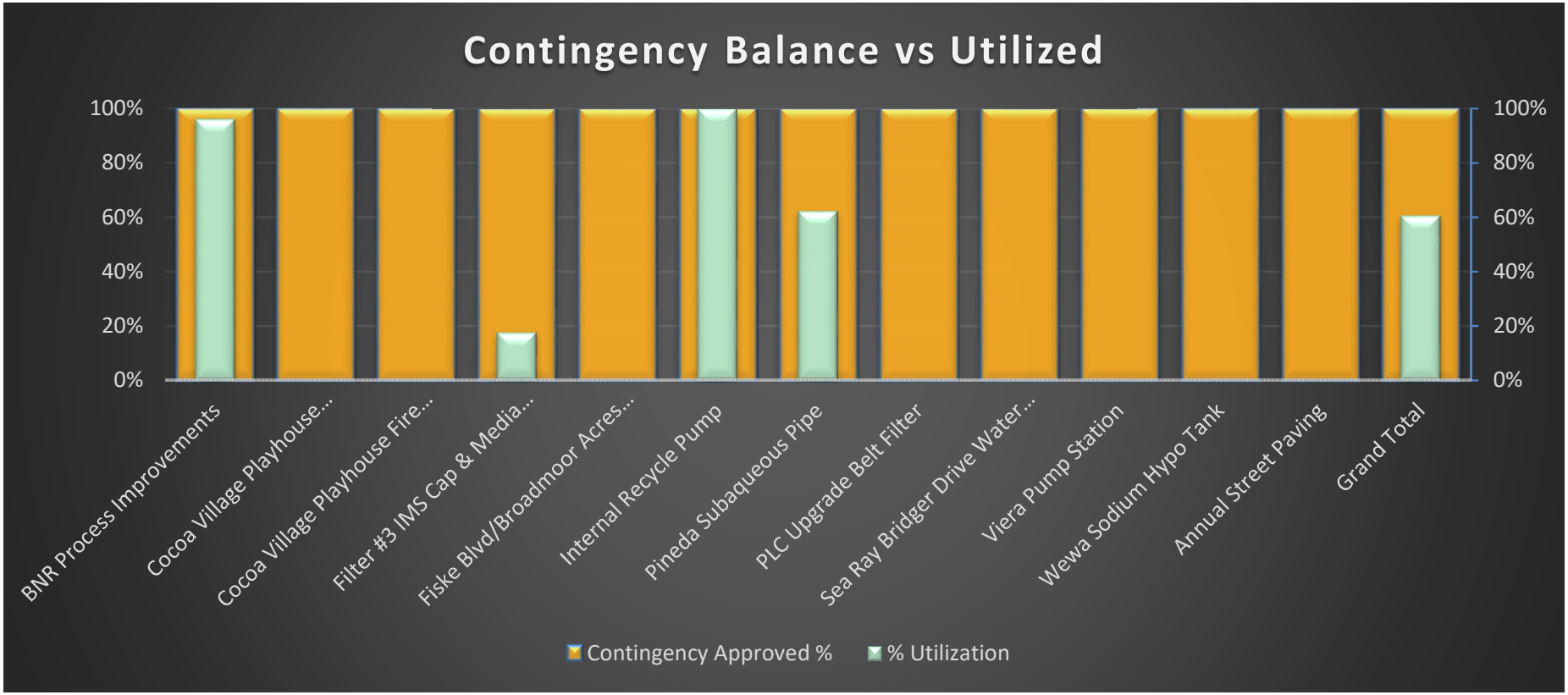
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FY 2023 Change Orders - CM authorized to execute

Applied to Contingency | as of: 10/25/2023

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
WS22IR	**Internal Recycle Pump**												
Op. Rev.		1,448,145	Total approved	2023-064									
Project Manager:	Francis Palmieri	81,970	Contingency and other costs authorized										
Account #:	421-4120-536.63-00	1,366,175	Exp authorized before contingency										
	424-4055-536.63-00												
	424-4120-536.63-00												
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**Wharton-Smith Inc.**				47027	1,366,175.00	$ -	$ -	$ -	$ -	$ -		
PO #:	**81414**				47027-1	**81,970.00**							
		-											
PW08SP	**Annual Street Paving**												
Op. Rev.		450,000	Total approved	2023-064									
Project Manager:	Abigail Morgan	4,082	Contingency and other costs authorized										
Account #:	001-3510-541.63-00	445,918	Exp authorized before contingency										
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**VA Paving**				45472	268,095.45	$ 268,095.45	$ -	$ -	$ 268,095.45	$ -		
PO #:	**80311**												
		4,082											
PW23PE	**Cocoa Village Playhouse Elevator**												
Op. Rev.		74,143	Total approved	2023-025									
Project Manager:	Frank Marabito	7,060	Contingency and other costs authorized										
Account #:	001-3560-519.62-00	67,083	Exp authorized before contingency										
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**Sapphire Elevator**				46176	67,083.00	$ 67,083.00	$ -	$ -	$ 67,083.00	$ -		
PO #:	**80805**												
		7,060											
WS23DF	**Filter #3 IMS Cap & Media Replacement**												
Op. Rev.		697,679	Total approved	2023-020									
Project Manager:		42,413	Contingency and other costs authorized	2023-021									
Account #:	424-4020-536.63-00	655,266	Exp authorized before contingency	2023-059									
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**Elenis Contracting**				46212	424,120.00	$ 662,766.00	$ -	$ -	$ 662,766.00	$ 58,410.75		
PO #:	**80847**				46525	231,146.00							
		34,913			46736	**7,500.00**							
PW23PF	**Cocoa Village Playhouse Fire Alarm Panel**												
Op. Rev.		123,602	Total approved	2023-029									
Project Manager:	Frank Marabito	10,000	Contingency and other costs authorized										
Account #:	001-3560-519.64-00	113,602	Exp authorized before contingency										
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**Integrated Fire**				46235	113,602.00	$ 113,602.45	$ -	$ -	$ 113,602.45	$ -		
PO #:	**80892**				46235-1	**0.45**							
		10,000											
WS21VP	**Viera Pump Station**												
Op. Rev.		917,070	Total approved	2023-015									
Project Manager:		83,370	Contingency and other costs authorized										
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency										
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**L7 Construction**				46161	833,700.00	$ 833,700.00	$ -	$ -	$ 833,700.00	$ 28,025.00		
PO #:	**80814**												
		83,370											
WS21BL	**Wewa Sodium Hypo Tank**												
Op. Rev.		439,976	Total approved	2022-133									
Project Manager:		39,998	Contingency and other costs authorized										
Account #:	424-4020-536.64-00	399,978	Exp authorized before contingency										
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**Odyssey Manufacturing, Co.**				45802	399,978.00	$ 399,978.00	$ -	$ -	$ 399,978.00	$ -		
PO #:	**80495**												
		39,998											
WS21SC	**Sea Ray Bridger Drive Water Main Relocation**												
Op. Rev.		4,839,476	Total approved	2022-134									
Project Manager:	John Perrin	439,952	Contingency and other costs authorized										
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency										
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
	Atlantic Devlopment Cocoa				45843	4,399,523.54	$ 4,399,523.54	$ -	$ -	$ 4,399,523.54	$ 1,646,576.10		
	80537												
		439,952											
WS17FC	**PLC Upgrade Belt Filter**												
Op. Rev.		164,105	Total approved	22-084									
Project Manager:		21,405	Contingency and other costs authorized										
Account #:	421-4020-536.63-00	142,700	Exp authorized before contingency										
				FY2023			All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**CC Control Corp**				45427	142,700.00	$ 142,700.00	$ -	$ -	$ 142,700.00	$ 15,700.00	$ -	
PO #:	**80167**												
		21,405											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**												
Op. Rev.		289,132	Total approved	2022-025									
Project Manager:		26,285	Contingency and other costs authorized										
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency										
	424-4055-536.63-08						All Years Cumulative Bal.	FY 21	FY 22	FY 23			
	Tiera Inc.				44454	197,135.00 63-08	$ 262,847.00	$ -	$ 262,847.00	$ -	$ -		
	79493				44454-1	65,712.00 63-01							
		26,285											
WS18MI	**Pineda Subaqueous Pipe**												
Op. Rev.		12,066,069	Total approved	21-112									
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized										
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency										
Account #:	421-4055-536.63-00						All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**City of Melbourne**				WIRE	10,969,154.00	$ 11,651,222.85	$ 10,969,154.00	$ 485,192.24	$ 196,876.61	$ 196,876.61	$ 485,192.24	$ 10,969,154.00
PO #:	**WIRE**				WIRE-1	**399,159.24**							
					WIRE-2	**86,033.00**							
					WIRE-3	**(95,700.00)**							
					WIRE-4	**43,588.55**							
					WIRE-5	**6,950.00**							
					WIRE-6	**14,539.00**							
					WIRE-7	**69,457.00**							
					WIRE-8	**158,042.06**							
		414,847											
WS1222	**BNR Process Improvements**												
Op. Rev.		2,497,935	Total approved	2022-018									
Project Manager:		989,934	Contingency and other costs authorized	2022-092									
Account #:	424-4120-536.63-00	1,508,001	Exp authorized before contingency	2023-054									
							All Years Cumulative Bal.	FY 21	FY 22	FY 23			
Vendor:	**E&D Contracting Services Vendor #10461**				44517	1,508,001.00	$ 2,458,326.00	$ -	$ 1,944,049.00	$ 514,277.00	$ 1,129,529.72	$ 507,911.04	
PO #:	**79480**				45144	**436,048.00**							
					45887	**30,015.00**							
					46074	**5,376.00**							
		39,609			46493	**478,886.00**							


Contingency Balance vs Utilized
100%
80%
60%
40%
20%
0%
BNR Process Improvements
Cocoa Village Playhouse...
Cocoa Village Playhouse Fire...
Filter #3 IMS Cap & Media...
Fiske Blvd/Broadmoor Acres...
Internal Recycle Pump
Pineda Subaqueous Pipe
PLC Upgrade Belt Filter
Sea Ray Bridger Drive Water...
Viera Pump Station
Wewa Sodium Hypo Tank
Annual Street Paving
Grand Total
Contingency Approved %
% Utilization

Legislation Details (With Text)

File #:	23-688	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/26/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	FY 2023 September Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2023 REVENUE Budget Tracking Worksheet-2023-09.pdf FY 2023 EXPENSE Budget Tracking Worksheet-2023-09.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2023
Agenda Date: November 14, 2023
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2023 September Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2023 thru September 30th, 2023.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

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FY 2023 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/25/22	001-0000-331.20-25	14,108	ACCEPT JAG GRANT 2022 RESO # 2022-115	269
11/29/22	001-0000-389.99-50	6,157,855	CAPITAL PROJ BUDGET ROLL	722
	001-0000-389.99-50	645,801	PO BUDGET ROLL	733
12/13/22	001-0000-389.99-50	269,920	FIRE RESCUE APPARATUS RESO #2022-137	941
01/10/23	001-0000-331.20-26	1,960	ACCEPT BPV GRANT FY2022 RESO # 2023-003	1358
	001-0000-366.00-00	23,428	DONATION FOR ROTARY CLOCK RESO # 2023-004	1359
	001-0000-389.99-50	94,000	FND FINAL PR & INT 2014S RESO # 2023-002	1362
03/06/23	001-0000-389.99-50	400,000	AFB AFF HOUSING DOWN PYMT RESO # 2023-019	2115
	001-0000-389.99-50	250,000	AFB DIXON/IRD RESO # 2023-019	2116
	001-0000-389.99-50	1,100,000	AFB FISKE RESO # 2023-019	2115
	001-0000-389.99-50	1,500,000	AFB FY21 ERP RESO # 2023-019	2117
	001-0000-389.99-50	1,500,000	AFB FY22 ERP RESO # 2023-019	2117
	001-0000-389.99-50	240,000	AFB MUSEUM CAPITAL RESO # 2023-019	2116
	001-0000-389.99-50	300,000	AFB P&F CADETS RESO # 2023-019	2115
	001-0000-389.99-50	300,000	AFB P&F RECRUITMENT RESO # 2023-019	2115
	001-0000-389.99-50	500,000	AFB PAVING RESO # 2023-019	2115
	001-0000-389.99-50	850,000	AFB PROJECT PUMPER TRK RESO # 2023-019	2114
	001-0000-389.99-50	(3,000,000)	FUND BALANCE RESERVES ERP RESO # 2023-019	2117
03/14/23	001-0000-331.70-02	30,000	2020 HPF AF AMER CIV GR RESO # 2023-027	2262
	001-0000-331.20-23	12,722	BPV - PD GRANT RESO # 2023-027	2262
	001-0000-389.99-50	12,722	BPV - PD MATCH RESO # 2023-027	2262
	001-0000-389.99-50	4,446	FUND ADDTL CAPITAL ROLL RESO # 2023-022	2258
	001-0000-331.20-24	(9,813)	FY23 VOCA GR 2022-CPD RESO # 2023-027	2262
	001-0000-331.20-22	8,960	JAG AWARD 2021 RESO # 2023-027	2262
	001-0000-389.99-50	(25,444)	REV BPV GRANT ROLL RESO # 2023-027	2262
	001-0000-389.99-50	74,143	UPGRADE PH ELEVATOR RESO # 2023-024	2260
03/30/23	001-0000-389.99-50	123,603	FIRE ALARM PANEL CVPH RESO #2023-028	2516
04/11/23	001-0000-334.70-11	150,500	HISTORIC GRANT ACCEPTANCE RESO # 2023-034	2679
	001-0000-389.99-50	150,500	HISTORIC PRES GRANT MATCH RESO # 2023-034	2679
04/25/23	001-0000-366.10-16	17,021	EBIKE FH SUBS DONATION RESO # 2023-038	2888

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/25/23	001-0000-369.90-00	95,000	FIRE INSP SRV PDCS RESO # 2023-043	2883
	001-0000-389.99-50	1,072	FND EMERG DIS HURRICANES RESO # 2023-041	2890
	001-0000-389.99-50	111,235		
	001-0000-389.99-50	232,448		
	001-0000-369.90-00	30,000	TEST MESSAGE ACHIVAL 2023-042	4534
05/23/23	001-0000-389.99-50	(2)	PWFBBP BRACCO POND RESO #2023-044	3306
	001-0000-389.99-50	500,000	AFBP21 ECONOMIC INC RESO #2023-044	3306
	001-0000-389.99-50	560,000	AFBP21 FISKE PROJECT RESO #2023-044	3306
	001-0000-389.99-50	15,000	AFBP21 SUSTAINABILITY RESO #2023-044	3306
	001-0000-389.99-50	37,500		
	001-0000-389.99-50	634,500	CA2201 PUMPER TRUCK RESO #2023-044	3306
	001-0000-389.99-50	241,379	CD22PS VILLAGE PARKING RESO #2023-044	3306
	001-0000-369.90-00	97,100	PROFESSIONAL SERVICES RESO # 2023-044	3404
	001-0000-389.99-50	26,886	PW00PS PD HEADQUARTERS RESO #2023-044	3306
	001-0000-389.99-50	44,215	PW21BM BREVARD MUSEUM RESO #2023-044	3306
	001-0000-389.99-50	(3,637)	PW21DS PAVING RESO #2023-044	3306
	001-0000-389.99-50	26,651	PW21FL FUEL TANK RESO #2023-044	3306
	001-0000-389.99-50	3,942	PWFBCA CARL ANDERSON RESO #2023-044	3306
	001-0000-389.99-50	10,945	PWFBFP FERN & PROSPECT RESO #2023-044	3306
	001-0000-389.99-50	139	PWFBPI SUSTAINABILITY RESO #2023-044	3306
	001-0000-389.99-50	(50,000)	PWFBPP PROVOST PARK RESO #2023-044	3306
05/25/23	001-0000-334.10-15	1	CYBERSECUR DMS 22/23-249 RESO # 2023-058	3294
07/11/23	001-0000-381.91-23	3,164	FLEET SOFTWARE 2023-074	4209
	001-0000-381.91-21	54,550		
	001-0000-331.39-12	15,000	TREE GRANT YR3 AWARD 2023-067	3997
08/08/23	001-0000-389.99-50	(840,437)	Fiske Blvd Grant 2023-086	4418
	001-0000-389.99-50	(560,000)		
	001-0000-381.91-31	840,437		
	001-0000-381.91-23	446	Fleet Vehicle Wash System 2023-084	4416
	001-0000-381.91-21	7,818		
08/17/23	001-0000-389.99-50	(560,000)	FISKE BLVD GRANT R.23-086 CORR BAF 22-101-IFT	4666
	001-0000-389.99-50	560,000		
08/22/23	001-0000-335.29-21	57,137	STATE CONTRIB FOR PENSION 2023-090	4618
	001-0000-335.29-22	72,352		
09/12/23	001-0000-389.99-50	392,174	PROVOST PARK ERP FND RESOLUTION #: 2023-099	4961
09/15/23	001-0000-389.99-50	15,000	HURR. NICOLE DAY SLIPS	5000
09/28/23	001-0000-389.99-50	129,646	CORRECT SELF INS FND REV RESOLUTION #: 2023-109	5191
58	Budget Amendments/Transfers		Division 0000 Total	$14,498,093

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
58 Total Budget Amendments/Transfers			**GENERAL FUND**	**$14,498,093**	
11/29/22	103-0000-389.99-50	110,506	PO BUDGET ROLL		733
12/13/22	103-0000-389.99-50	3,500	REHAB @ 1113 ABINGTON WAY RESO # 2022-127		937
03/14/23	103-0000-389.99-10	20,097	CDBG CASH CARRYFORWARD RESO # 2023-027		2262
3 Budget Amendments/Transfers			Division 0000 Total	$134,103	
3 Total Budget Amendments/Transfers			**CDBG**	**$134,103**	
11/29/22	104-0000-389.99-50	313,172	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$313,172	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$313,172**	
11/29/22	105-0000-389.99-10	450	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$450	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$450**	
11/29/22	107-0000-389.99-50	12,461	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$12,461	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$12,461**	
11/29/22	110-0000-389.99-50	12,292	CAPITAL PROJ BUDGET ROLL		722
	110-0000-389.99-50	59,971	PO BUDGET ROLL		733
01/09/23	110-0000-389.99-50	(12,292)	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
03/06/23	110-0000-389.99-50	20,000	CITY HALL PARKING CAMERAS RESO # 2023-155		2174
05/01/23	110-0000-338.00-00	(45,142)	REDUCTION OF FINAL REV RESO # 23-240		2957
	110-0000-338.00-00	(6,131)			
5 Budget Amendments/Transfers			Division 0000 Total	$28,698	
5 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$28,698**	
11/29/22	111-0000-389.99-50	643	PO BUDGET ROLL		733
01/09/23	111-0000-389.99-50	12,292	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
04/17/23	111-0000-338.00-00	(8,615)	TIF REVENUE REDUCED RESO # 2023-241		2794
	111-0000-338.00-00	(1,077)			
3 Budget Amendments/Transfers			Division 0000 Total	$3,243	
3 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$3,243**	
02/28/23	120-0000-369.90-00	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017		2033
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**ARBOR MITIGATION FUND**	**$15,000**	
11/29/22	130-0000-389.99-50	1,566,309	CAPITAL PROJ BUDGET ROLL		722
	130-0000-389.99-50	989,440	PO BUDGET ROLL		733
03/14/23	130-0000-389.99-50	(2,555,749)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-0000-331.90-02	2,555,752	SLFRF REV ROUND UP RESO # 2023-027		2262

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/23/23	130-0000-331.90-02	1	SLFRF REVENUE ROUNDING AD RESO # 2023-044		3404
5 Budget Amendments/Transfers			Division 0000 Total	$2,555,753	
5 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$2,555,753**	
01/10/23	142-0000-389.99-50	10,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360
1 Budget Amendments/Transfers			Division 0000 Total	$10,000	
1 Total Budget Amendments/Transfers			**POLICE SPECIAL EDUCATION**	**$10,000**	
01/10/23	201-0000-381.91-01	94,000	FND FINAL PR & INT 2014S RESO # 2023-002		1362
1 Budget Amendments/Transfers			Division 0000 Total	$94,000	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$94,000**	
11/29/22	303-0000-389.99-50	3,622,450	CAPITAL PROJ BUDGET ROLL		722
	303-0000-389.99-50	197,136	PO BUDGET ROLL		733
03/14/23	303-0000-389.99-50	1,500,000	CAPITAL PROJ BUDGET RESO # 2023-027		2262
	303-0000-331.90-01	2,319,585			
	303-0000-389.99-50	(3,819,586)	REV AFB CAPITAL ROLL RESO # 2023-027		2262
08/08/23	303-0000-331.90-01	2,057,024	Add'l Fiske Blvd Grant 2023-086		4418
5 Budget Amendments/Transfers			Division 0000 Total	$5,876,609	
5 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$5,876,609**	
11/29/22	421-0000-389.99-50	10,399,826	CAPITAL PROJ BUDGET ROLL		722
	421-0000-389.99-50	2,384,584	PO BUDGET ROLL		733
01/10/23	421-0000-389.99-50	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	421-0000-389.99-50	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
03/14/23	421-0000-389.99-50	(156,847)	PO ROLL CORRECTION RESO # 2023-022		2258
	421-0000-389.99-50	(622,300)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
04/11/23	421-0000-369.96-00	61,890	INSUR CLAIM CLARIFIER REV RESO # 2023-033		2680
04/25/23	421-0000-389.99-50	8,400	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	421-0000-389.99-50	23,818			
	421-0000-389.99-50	52,510			
07/11/23	421-0000-389.99-50	220,276	TRUE UP SERIES 2018B BOND 2023-071		4007
09/28/23	421-0000-389.99-50	79,968	CORRECT SELF INS FND REV RESOLUTION #: 2023-109		5191
10 Budget Amendments/Transfers			Division 0000 Total	$12,457,916	
10 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$12,457,916**	
12/21/22	422-0000-389.99-50	(1,963)	ACC ADJ FOR S2018B PYMT TO MANY PYMTS BUDGETED		1064
07/11/23	422-0000-389.99-50	24,000	SEWER IMPACT FEE REIM 2023-070		3939
2 Budget Amendments/Transfers			Division 0000 Total	$22,037	
2 Total Budget Amendments/Transfers			**WATER/SEWER IMPACT FEE**	**$22,037**	
11/29/22	423-0000-389.99-50	371,761	CAPITAL PROJ BUDGET ROLL		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/29/22	423-0000-389.99-50	100,686	PO BUDGET ROLL		733
03/14/23	423-0000-389.99-50	(43,623)	PO ROLL CORRECTION RESO # 2023-022		2258
07/11/23	423-0000-334.36-36	768,000	N Fiske SW Pond Floating FloratingWetland 2023-075		4005
	423-0000-334.36-35	120,000	US1/Forrest SW Facility FloratingWetland 2023-075		4005
07/14/23	423-0000-389.99-50	(50,000)	SOIRL FL WETLANDS REV 2023-065		3996
	423-0000-338.10-05	50,000			
6 Budget Amendments/Transfers			Division 0000 Total	$1,316,824	
6 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$1,316,824**	
11/29/22	424-0000-389.99-50	9,348,008	CAPITAL PROJ BUDGET ROLL		722
	424-0000-389.99-50	3,233,088	PO BUDGET ROLL		733
12/13/22	424-0000-381.91-21	239,967	CHLORINE TANK REPLACE RESO # 2022-132		938
02/14/23	424-0000-381.91-21	37,998	IFT FROM 421 TO 424 RESO # 2023-011		1854
03/14/23	424-0000-389.99-50	169,422	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	424-0000-331.35-01	508,267			
	424-0000-389.99-50	(153,548)	PO ROLL CORRECTION RESO # 2023-022		2258
	424-0000-389.99-50	(612,357)	PROJ ROLL REV PO # 79254 RESO # 2023-027		2262
	424-0000-389.99-50	(63,285)	PROJ ROLL REVERSAL RESO # 2023-027		2262
	424-0000-389.99-50	(233,134)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
04/25/23	424-0000-381.91-21	2,829,818	MERGE IRP PROJECTS RESO # 2023-037		2885
05/26/23	424-0000-381.91-21	525,000	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
08/08/23	424-0000-381.91-21	383,914	Add'l Fiske Blvd Grant 2023-086		4418
09/12/23	424-0000-381.91-21	60,000	CONNECT CONSUL. WELLS RESOLUTION #: 2023-097		4958
13 Budget Amendments/Transfers			Division 0000 Total	$16,273,158	
13 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$16,273,158**	
12/21/22	425-0000-381.91-42	(1,963)	ACC ADJ FOR S2018B PYMT TO MANY PYMTS BUDGETED		1064
01/10/23	425-0000-381.91-21	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	425-0000-381.91-21	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
3 Budget Amendments/Transfers			Division 0000 Total	$3,828	
3 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$3,828**	
11/29/22	426-0000-389.99-50	459,755	CAPITAL PROJ BUDGET ROLL		722
	426-0000-389.99-50	1,013,208	PO BUDGET ROLL		733
03/14/23	426-0000-389.99-50	(401)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
3 Budget Amendments/Transfers			Division 0000 Total	$1,472,562	
3 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$1,472,562**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
122 Transfers & Amendments between 10/1/2022 and 9/30/2023				
			FY 2023 TOTAL TRANSFERS & AMENDMENTS	**55,087,907**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 10/5/2023

FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/19/23	001-1000-511.48-00	(4,000)	FND POSTAGE PERMITS YE MARCH CLEANUP		2796
	001-1000-511.42-00	4,000			
07/31/23	001-1000-511.48-00	(2,474)	QUARTERLY NEWS LETTER JULY CLEANUP		4334
	001-1000-511.47-00	2,474			
2 Budget Amendments/Transfers				Division 1000 Total	$0
1100 - CITY MANAGER'S OFFICE					
02/14/23	001-1100-512.40-00	(400)	CN WINTER SYMPOSIUM RESO # 2023-014		1856
	001-1100-512.40-00	(400)			1885
	001-1100-512.12-00	(32,000)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1100-512.23-04	(7,200)			
	001-1100-512.22-00	(3,824)			
	001-1100-512.21-00	(2,576)			
	001-1100-512.27-00	(1,600)			
	001-1100-512.41-00	(440)			
	001-1100-512.41-00	(440)			
	001-1100-512.23-07	(224)			
	001-1100-512.23-00	(128)			
	001-1100-512.23-09	(128)			
	001-1100-512.24-00	(64)			
	001-1100-512.23-08	(48)			
	001-1100-512.23-08	48	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1100-512.24-00	64			
	001-1100-512.55-00	100			
	001-1100-512.55-00	100			
	001-1100-512.23-00	128			
	001-1100-512.23-09	128			
	001-1100-512.23-07	224			
	001-1100-512.40-00	400			
	001-1100-512.55-00	400			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1100-512.41-00	440	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1100-512.41-00	440		
	001-1100-512.40-00	500		
	001-1100-512.40-00	1,300		
	001-1100-512.27-00	1,600		
	001-1100-512.55-00	1,710		
	001-1100-512.21-00	2,576		
	001-1100-512.22-00	3,824		
	001-1100-512.23-04	7,200		
	001-1100-512.12-00	32,000		
	001-1100-512.12-00	(32,000)		1885
	001-1100-512.23-04	(7,200)		
	001-1100-512.22-00	(3,824)		
	001-1100-512.21-00	(2,576)		
	001-1100-512.27-00	(1,600)		
	001-1100-512.41-00	(440)		
	001-1100-512.41-00	(440)		
	001-1100-512.23-07	(224)		
	001-1100-512.23-00	(128)		
	001-1100-512.23-09	(128)		
	001-1100-512.24-00	(64)		
	001-1100-512.23-08	(48)		
	001-1100-512.40-00	(500)	FMCA ANNUAL CONF RESO # 2023-014	1856
	001-1100-512.55-00	(400)		
	001-1100-512.40-00	(500)		1885
	001-1100-512.55-00	(400)		
	001-1100-512.55-00	(1,710)	FPRA ANNUAL CONF RESO # 2023-014	1856
	001-1100-512.40-00	(1,300)		
	001-1100-512.55-00	(1,710)		1885
	001-1100-512.40-00	(1,300)		
	001-1100-512.55-00	(100)	FPRA MEDIA CONF RESO # 2023-014	1856
	001-1100-512.55-00	(100)		1885
	001-1100-512.55-00	(100)	PIO SYMPOSIUM RESO # 2023-014	1856
	001-1100-512.55-00	(100)		1885
02/23/23	001-1100-512.12-00	(500)	FND COMP HOURS JANUARY CLEANUP	1973
	001-1100-512.12-12	500		
03/14/23	001-1100-512.48-00	(13,305)	CORR ACCOUNT MARK CAMPG RESO # 2023-022	2258
	001-1100-512.34-00	25,000	FND 142 PRODUCTIONS ROLL RESO # 2023-022	2258

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/23	001-1100-512.12-00	(160)	OVERTIME JUNE CLEANUP		3865
	001-1100-512.14-00	160			
07/31/23	001-1100-512.12-00	(4)	LS REORG ROUNDING ERRORS JULY CLEANUP		4334
18	Budget Amendments/Transfers		Division 1100 Total	($41,491)	
1104 - PLANNING					
02/14/23	001-1104-515.47-00	66	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1104-515.52-00	120			
	001-1104-515.49-00	200			
	001-1104-515.23-08	247			
	001-1104-515.23-00	501			
	001-1104-515.24-00	564			
	001-1104-515.23-09	593			
	001-1104-515.55-00	790			
	001-1104-515.51-00	950			
	001-1104-515.41-00	1,090			
	001-1104-515.52-30	1,111			
	001-1104-515.46-03	1,143			
	001-1104-515.23-07	1,230			
	001-1104-515.42-00	2,241			
	001-1104-515.54-00	2,386			
	001-1104-515.40-00	2,460			
	001-1104-515.56-15	2,475			
	001-1104-515.31-00	2,655			
	001-1104-515.27-00	5,250			
	001-1104-515.21-00	12,508			
	001-1104-515.22-00	17,412			
	001-1104-515.34-00	25,725			
	001-1104-515.23-04	32,760			
	001-1104-515.12-00	136,046			
	001-1104-515.12-00	(136,046)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1104-515.23-04	(32,760)			
	001-1104-515.34-00	(25,725)			
	001-1104-515.22-00	(17,412)			
	001-1104-515.21-00	(12,508)			
	001-1104-515.27-00	(5,250)			
	001-1104-515.31-00	(2,655)			
	001-1104-515.56-15	(2,475)			
	001-1104-515.40-00	(2,460)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1104-515.54-00	(2,386)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1104-515.42-00	(2,241)		
	001-1104-515.23-07	(1,230)		
	001-1104-515.46-03	(1,143)		
	001-1104-515.52-30	(1,111)		
	001-1104-515.41-00	(1,090)		
	001-1104-515.51-00	(950)		
	001-1104-515.55-00	(790)		
	001-1104-515.23-09	(593)		
	001-1104-515.24-00	(564)		
	001-1104-515.23-00	(501)		
	001-1104-515.23-08	(247)		
	001-1104-515.49-00	(200)		
	001-1104-515.52-00	(120)		
	001-1104-515.47-00	(66)		
	001-1104-515.47-00	66		1885
	001-1104-515.52-00	120		
	001-1104-515.49-00	200		
	001-1104-515.23-08	244		
	001-1104-515.23-00	496		
	001-1104-515.24-00	561		
	001-1104-515.23-09	587		
	001-1104-515.55-00	790		
	001-1104-515.51-00	950		
	001-1104-515.41-00	1,090		
	001-1104-515.52-30	1,111		
	001-1104-515.46-03	1,143		
	001-1104-515.23-07	1,219		
	001-1104-515.42-00	2,241		
	001-1104-515.54-00	2,386		
	001-1104-515.40-00	2,460		
	001-1104-515.56-15	2,475		
	001-1104-515.31-00	2,655		
	001-1104-515.27-00	5,100		
	001-1104-515.21-00	12,287		
	001-1104-515.22-00	17,076		
	001-1104-515.34-00	25,725		
	001-1104-515.23-04	32,424		
	001-1104-515.12-00	133,220		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/14/23	001-1104-515.51-00	(110)	P&Z BUSINESS CARDS FEBRUARY CLEANUP		2234
	001-1104-515.47-00	110			
05/02/23	001-1104-515.54-00	(650)	FND SE SURVEY APRIL CLEANUP		2962
	001-1104-515.34-00	650			
	001-1104-515.12-00	(49,349)	PLANNERS SERVICE CONTR APRIL CLEANUP		2962
	001-1104-515.34-00	49,349			
06/27/23	001-1104-515.12-00	(325)	PLANNING CONTRACT SVCS JUNE CLEANUP		3865
	001-1104-515.34-00	325			
07/11/23	001-1104-515.12-00	(28,000)	PLAN/SURV BDGT TO YE 2023-073		4001
	001-1104-515.23-04	(21,000)			
	001-1104-515.22-00	(10,000)			
	001-1104-515.21-00	(7,000)			
	001-1104-515.34-00	66,000			
09/25/23	001-1104-515.34-00	50,000	PLAN REVIEW SERVICES		5128
9 Budget Amendments/Transfers			Division 1104 Total	$296,626	
1190 - LEISURE SERVICES					
11/01/22	001-1190-574.52-00	(800)	FND VERMONT SYS QTE OCTOBER CLEANUP		560
	001-1190-574.55-00	800			
02/14/23	001-1190-574.12-00	(118,886)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1190-574.23-04	(83,828)			
	001-1190-574.13-00	(53,356)			
	001-1190-574.34-00	(22,327)			
	001-1190-574.22-00	(18,094)			
	001-1190-574.21-00	(13,143)			
	001-1190-574.48-00	(8,846)			
	001-1190-574.27-00	(5,100)			
	001-1190-574.24-00	(4,345)			
	001-1190-574.23-07	(3,336)			
	001-1190-574.55-00	(2,800)			
	001-1190-574.44-00	(1,800)			
	001-1190-574.41-00	(1,320)			
	001-1190-574.42-00	(798)			
	001-1190-574.52-07	(797)			
	001-1190-574.46-00	(700)			
	001-1190-574.47-00	(640)			
	001-1190-574.23-08	(597)			
	001-1190-574.23-09	(576)			
	001-1190-574.23-00	(419)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1190-574.51-00	(402)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014	1856
	001-1190-574.15-00	(200)		
	001-1190-574.52-00	(108)		
	001-1190-574.55-00	(80)		
	001-1190-574.55-00	80	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1190-574.52-00	108		
	001-1190-574.15-00	200		
	001-1190-574.51-00	402		
	001-1190-574.23-00	419		
	001-1190-574.23-09	576		
	001-1190-574.23-08	597		
	001-1190-574.47-00	640		
	001-1190-574.46-00	700		
	001-1190-574.52-07	797		
	001-1190-574.42-00	798		
	001-1190-574.41-00	1,320		
	001-1190-574.44-00	1,800		
	001-1190-574.55-00	2,800		
	001-1190-574.23-07	3,336		
	001-1190-574.24-00	4,345		
	001-1190-574.27-00	5,100		
	001-1190-574.48-00	8,846		
	001-1190-574.21-00	13,143		
	001-1190-574.22-00	18,094		
	001-1190-574.34-00	22,327		
	001-1190-574.13-00	53,356		
	001-1190-574.23-04	83,828		
	001-1190-574.12-00	118,886		
	001-1190-574.12-00	(117,016)		1885
	001-1190-574.23-04	(82,695)		
	001-1190-574.13-00	(51,846)		
	001-1190-574.34-00	(22,327)		
	001-1190-574.22-00	(17,539)		
	001-1190-574.21-00	(12,803)		
	001-1190-574.48-00	(8,846)		
	001-1190-574.27-00	(4,800)		
	001-1190-574.24-00	(4,289)		
	001-1190-574.23-07	(3,305)		
	001-1190-574.55-00	(2,800)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/14/23	001-1190-574.44-00	(1,800)	ECO DEV RESTRUCTURE RESO # 2023-014		1885
	001-1190-574.41-00	(1,320)			
	001-1190-574.42-00	(798)			
	001-1190-574.52-07	(797)			
	001-1190-574.46-00	(700)			
	001-1190-574.47-00	(640)			
	001-1190-574.23-08	(591)			
	001-1190-574.23-09	(563)			
	001-1190-574.23-00	(406)			
	001-1190-574.51-00	(402)			
	001-1190-574.15-00	(200)			
	001-1190-574.52-00	(108)			
	001-1190-574.55-00	(80)			
02/23/23	001-1190-574.12-12	1,278	FND COMP HOURS JANUARY CLEANUP		1973
07/31/23	001-1190-574.23-04	1	LS REORG ROUNDING ERRORS JULY CLEANUP		4334
	001-1190-574.23-07	1			
	001-1190-574.23-08	1			
	001-1190-574.51-00	1			
6	Budget Amendments/Transfers			Division 1190 Total ($335,389)	
1203 - INFORMATION TECHNOLOGY					
10/11/22	001-1203-516.24-00	90	TRX GIS ANALYST TO IT RESO # 2022-103		111
	001-1203-516.23-09	100			
	001-1203-516.23-00	102			
	001-1203-516.23-08	138			
	001-1203-516.23-07	824			
	001-1203-516.27-00	2,400			
	001-1203-516.21-00	4,755			
	001-1203-516.22-00	6,181			
	001-1203-516.23-04	22,361			
	001-1203-516.12-00	56,139			
11/01/22	001-1203-516.64-15	(95,000)	ASSIGN PROJECT BUDGET		562
	001-1203-516.64-15	45,000	ASSIGN PROJECT BUDGET REPLACE TRICASTER		562
	001-1203-516.64-15	50,000	ASSIGN PROJECT BUDGET SERVER/HOST VMWARE		562
	001-1203-516.56-15	(20,000)	CORR ACT FOR COPIES OCTOBER CLEANUP		560
	001-1203-516.47-00	20,000			
12/21/22	001-1203-516.56-15	(99)	FND US BANK FEES NOVEMBER CLEANUP		1063
	001-1203-516.49-00	99			
01/19/23	001-1203-516.64-15	(6,187)	FND MAINT EXP DECEMBER CLEANUP		1462

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/19/23	001-1203-516.64-15	(3,482)	FND MAINT EXP DECEMBER CLEANUP	1462
	001-1203-516.46-00	9,669		
	001-1203-516.47-00	(2,250)	FND PROF SRV REQ DECEMBER CLEANUP	1462
	001-1203-516.31-00	2,250		
	001-1203-516.46-00	(99)	FND US BANK LATE FEES DECEMBER CLEANUP	1462
	001-1203-516.49-00	99		
02/14/23	001-1203-516.64-15	(43,813)	FUND SAN MAINTENANCE RESO #2023-013	1855
	001-1203-516.46-00	43,813		
03/14/23	001-1203-516.54-00	(2,500)	FND SECURITY SERVICES FEBRUARY CLEANUP	2234
	001-1203-516.31-00	2,500		
04/25/23	001-1203-516.56-15	30,000	TEST MESSAGE ACHIVAL 2023-042	4534
05/02/23	001-1203-516.54-00	(5,500)	FND REDUNDANT INTERNET APRIL CLEANUP	2962
	001-1203-516.41-00	5,500		
05/25/23	001-1203-516.56-16	1	CYBERSECUR DMS 22/23-249 RESO # 2023-058	3294
06/27/23	001-1203-516.12-00	(2,852)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	001-1203-516.12-12	2,852		
07/31/23	001-1203-516.46-00	(39,482)	INFO TECH RENEWAL JULY CLEANUP	4334
	001-1203-516.54-00	39,482		
08/08/23	001-1203-516.46-00	(62,676)	CRITICAL IT INFST 2023-085	4417
	001-1203-516.52-00	62,676		
08/31/23	001-1203-516.23-04	(15,000)	CRIT. INFST COST AUGUST CLEANUP	4868
	001-1203-516.52-00	15,000		
	001-1203-516.56-15	(44,520)	NEGATIVE BALANCE ACCOUNT AUGUST CLEANUP	4868
	001-1203-516.54-00	20		
	001-1203-516.47-00	3,000		
	001-1203-516.40-00	3,500		
	001-1203-516.52-00	18,000		
	001-1203-516.46-00	20,000		
19	Budget Amendments/Transfers		Division 1203 Total	$123,091
1500 - FINANCE GENERAL ACCOUNTNG				
06/27/23	001-1500-513.12-00	(4,244)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	001-1500-513.12-12	4,244		
	001-1500-513.47-00	32	CHECK STOCK JUNE CLEANUP	3865
	001-1500-513.51-00	(89)	CHECK STOCK & SOUND PROOF JUNE CLEANUP	3865
	001-1500-513.12-00	(10,000)	PRINTER JUNE CLEANUP	3865
	001-1500-513.64-00	10,000		
	001-1500-513.52-00	57	SOUND PROOFING JUNE CLEANUP	3865

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	001-1500-513.12-00	(1,259)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-1500-513.12-12	1,259			
	001-1500-513.47-00	212	ENVELOPES JULY CLEANUP		4334
	001-1500-513.51-00	(560)	ENVELOPES & OFFICE CHAIR JULY CLEANUP		4334
	001-1500-513.52-00	348	OFFICE CHAIRS (2) JULY CLEANUP		4334
	001-1500-513.64-00	(3,137)	PRINTER JULY CLEANUP		4334
	001-1500-513.51-00	477			
	001-1500-513.56-15	2,660			
08/31/23	001-1500-513.51-00	(162)	STANDING DESK AUGUST CLEANUP		4868
	001-1500-513.52-00	162			
11	Budget Amendments/Transfers			Division 1500 Total	$0
1505 - PURCHASING					
02/23/23	001-1505-513.56-15	(1,299)	FND AMAZON PRIME MBRSHP JANUARY CLEANUP		1973
	001-1505-513.54-00	1,299			
03/14/23	001-1505-513.56-15	(137)	LUNCH FOR BUSINESS MEETIN FEBRUARY CLEANUP		2234
	001-1505-513.49-00	137			
08/31/23	001-1505-513.12-00	(30)	ADD. FNDS LTD AUGUST CLEANUP		4868
	001-1505-513.12-00	(25)	ADD. FNDS VISION INS. AUGUST CLEANUP		4868
	001-1505-513.23-08	25			
	001-1505-513.23-09	30			
	001-1505-513.12-00	(253)	ADD. FUNDS DENTAL INS. AUGUST CLEANUP		4868
	001-1505-513.23-07	253			
	001-1505-513.12-00	(2,179)	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP		4868
	001-1505-513.22-00	2,179			
	001-1505-513.51-00	(500)	STANDING DESK AUGUST CLEANUP		4868
	001-1505-513.52-00	500			
7	Budget Amendments/Transfers			Division 1505 Total	$0
1510 - FINANCE UTILITY ACCOUNTNG					
11/29/22	001-1510-536.34-00	1,211	PO # 79026-ALLIED UNIV PO BUDGET ROLL		733
	001-1510-536.34-00	1,211			
08/31/23	001-1510-536.47-00	(10,500)	POSTAGE PAPER STATEMENTS AUGUST CLEANUP		4868
	001-1510-536.34-00	(6,500)			
	001-1510-536.56-15	(2,000)			
	001-1510-536.42-00	19,000			
2	Budget Amendments/Transfers			Division 1510 Total	$2,422
1600 - GENERAL OPERATIONS					
10/20/22	001-1600-513.52-00	(25,800)	CORR ACTIVITY FOR EM 513 TO 525		207

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/20/22	001-1600-513.41-00	(12,840)	CORR ACTIVITY FOR EM 513 TO 525	207
	001-1600-513.31-00	(10,000)		
	001-1600-513.55-00	(900)		
	001-1600-513.51-00	(600)		
	001-1600-525.51-00	600		
	001-1600-525.55-00	900		
	001-1600-525.31-00	10,000		
	001-1600-525.41-00	12,840		
	001-1600-525.52-00	25,800		
11/29/22	001-1600-513.56-15	3,000,000	ERP CAPITAL PROJ BUDGET ROLL	722
	001-1600-513.31-00	46,000	PO # 76943-Info-Tech Rsea PO BUDGET ROLL	733
	001-1600-513.31-00	990	PO # 77453-Superion LLC PO BUDGET ROLL	733
	001-1600-513.31-00	750	PO # 77662-Grooms Financi PO BUDGET ROLL	733
	001-1600-513.31-00	2,805	PO # 77724-Milestone Prof PO BUDGET ROLL	733
	001-1600-513.49-00	246	PO # 79511-Superion LLC PO BUDGET ROLL	733
	001-1600-513.31-01	2,315	PO # 79764-Johnson Jackso PO BUDGET ROLL	733
12/13/22	001-1600-513.39-00	(36,687)	4 CAMERAS AT JLS RESO # 2022-129	939
01/10/23	001-1600-581.91-20	94,000	FND FINAL PR & INT 2014S RESO # 2023-002	1362
02/23/23	001-1600-513.52-00	122	FND SHREDDING INVOICE JANUARY CLEANUP	1973
03/06/23	001-1600-513.39-00	400,000	AFB AFF HOUSING DOWN PYMT RESO # 2023-019	2115
	001-1600-513.39-00	250,000	AFB DIXON/IRD RESO # 2023-019	2116
	001-1600-513.56-15	1,500,000	AFB ERP FY21 RESO # 2023-019	2117
	001-1600-513.56-15	1,500,000	AFB ERP FY22 RESO # 2023-019	2117
	001-1600-513.39-00	1,100,000	AFB FISKE RESO # 2023-019	2115
	001-1600-513.39-00	240,000	AFB MUSEUM CAPITAL RESO # 2023-019	2116
	001-1600-513.39-00	300,000	AFB P&F CADETS RESO # 2023-019	2115
	001-1600-513.39-00	300,000	AFB P&F RECRUITMENT RESO # 2023-019	2115
	001-1600-513.39-00	500,000	AFB PAVING RESO # 2023-019	2115
	001-1600-513.39-00	(850,000)	AFB PROJECT PUMPER TRK RESO # 2023-019	2114
	001-1600-513.39-00	850,000		
	001-1600-513.56-15	(3,000,000)	ERP ROLL RESO # 2023-019	2117
03/14/23	001-1600-513.39-00	(50,000)	FND ADDTL HR LEGAL FEES RESO # 2023-018	2261
	001-1600-513.31-01	50,000		
	001-1600-513.56-15	(8,640)	QREP REPORT CONVERSION FEBRUARY CLEANUP	2234
	001-1600-513.34-00	8,640		
05/23/23	001-1600-513.39-00	5,104	AFBP21 RESO #2023-044	3306
	001-1600-513.39-00	15,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/23/23	001-1600-513.39-00	26,651	AFBP21 RESO #2023-044	3306
	001-1600-513.39-00	26,886		
	001-1600-513.39-00	34,287		
	001-1600-513.39-00	38,310		
	001-1600-513.39-00	44,215		
	001-1600-513.39-00	73,661		
	001-1600-513.39-00	76,161		
	001-1600-513.39-00	89,913		
	001-1600-513.39-00	634,500		
	001-1600-513.82-01	20,000	AFBP21 ECONOMIC INC RESO #2023-044	3306
	001-1600-513.39-00	480,000		
	001-1600-513.39-00	560,000	AFBP21 FISKE PROJECT RESO #2023-044	3306
	001-1600-513.39-00	6,071	AFBP21 SUSTAINABILITY RESO #2023-044	3306
	001-1600-513.39-00	37,500		
	001-1600-513.31-00	97,100	PROFESSIONAL SERVICES RESO # 2023-044	3404
05/25/23	001-1600-513.39-00	(500,000)	FND FY23 ANNUAL ST PAVING RESO # 2023-046	3297
	001-1600-513.39-00	(50,000)	FND REPAIR FIRE APP E31 RESO # 2023-047	3295
05/31/23	001-1600-513.39-00	(19,000)	FIRE/POL TRAINEES MAY CLEANUP	3586
	001-1600-513.55-00	19,000		
	001-1600-513.55-00	(19,000)		3921
	001-1600-513.55-02	19,000		
	001-1600-513.39-00	(25,559)	STRADLEY PARK CONTIGENCY MAY CLEANUP	3586
06/27/23	001-1600-513.39-00	(5,392)	BRACCO FITNESS COURSE JUNE CLEANUP	3865
	001-1600-513.55-00	(8,975)	CENTRAL SQ PENS OT JUNE CLEANUP	3865
	001-1600-513.34-00	8,975		
07/11/23	001-1600-513.39-00	(42,033)	FLEET SOFTWARE 2023-074	4004
	001-1600-513.39-00	(9,354)		
07/31/23	001-1600-513.23-02	(3,000)	EMPLOYEE EVENT JULY CLEANUP	4334
	001-1600-513.48-00	3,000		
	001-1600-513.39-00	(1,471)	HR RECRUITMENT JULY CLEANUP	4334
	001-1600-513.55-02	1,471		
	001-1600-513.42-00	(75)	SUPERION PROGRAMMING JULY CLEANUP	4334
	001-1600-513.34-00	75		
08/08/23	001-1600-513.39-00	(560,000)	Fiske Blvd Grant 2023-086	4418
08/16/23	001-1600-513.56-15	(42,033)	FLEET FASTER SFTWR CORR TRUE UP FY22 AFB	4574
	001-1600-513.39-00	42,033		
08/17/23	001-1600-513.39-00	(560,000)	FISKE BLVD GRANT R.23-086 CORR BAF 22-101-IFT	4666
	001-1600-513.39-00	560,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
08/31/23	001-1600-513.13-00	(1,351)	DEBTBOOK AUGUST CLEANUP	4868
	001-1600-513.56-15	1,351		
	001-1600-513.39-00	(38,000)	HS TRAINEE PROGRAM AUGUST CLEANUP	4868
	001-1600-513.39-00	(32,000)		
	001-1600-513.23-02	(2,250)	NATIONAL NIGHT OUT AGAINST CRIME AUG CLEANUP	4868
	001-1600-513.48-00	2,250		
	001-1600-513.55-01	(760)	PARAMEDIC SCHOOL UNIFORM AUGUST CLEANUP	4868
	001-1600-513.52-00	760		
	001-1600-513.23-00	(4,170)	PD/ FIRE AD&D INSR AUGUST CLEANUP	4868
	001-1600-513.45-00	4,170		
	001-1600-513.13-00	(1,850)	POOL VEHICLE COSTS AUGUST CLEANUP	4868
	001-1600-513.52-30	1,850		
	001-1600-513.51-00	(62)	PROPERTY TAGS AUGUST CLEANUP	4868
	001-1600-513.52-00	62		
	001-1600-513.42-00	(52)	SUMMER INTERN LUNCH AUGUST CLEANUP	4868
	001-1600-513.48-00	52		
	001-1600-513.23-02	(755)	WELLNESS PROGRAM PRIZES AUGUST CLEANUP	4868
	001-1600-513.48-00	755		
09/12/23	001-1600-514.31-01	(25,000)	LABOR RELATIONS INVOICES RESOLUTION #: 2023-096	4960
	001-1600-513.31-01	25,000		
	001-1600-513.56-15	(821,000)	PROVOST PARK ERP FND RESOLUTION #: 2023-099	4961
09/25/23	001-1600-513.39-00	(50,000)	PLAN REVIEW SERVICES	5128
09/28/23	001-1600-513.55-01	(4,484)	CORRECT SELF INS FND REV RESOLUTION #: 2023-109	5191
	001-1600-513.49-00	4,484		
	001-1600-513.49-00	129,646		
56	Budget Amendments/Transfers		Division 1600 Total	$6,462,208
1601 - EMERGENCY/DISASTER SVS				
11/29/22	001-1601-525.41-00	2,703	PO # 79833-Communications PO BUDGET ROLL	733
04/25/23	001-1601-525.23-00	10	FND EMERG DIS HURRICANES RESO # 2023-041	2890
	001-1601-525.24-00	23		
	001-1601-525.22-00	109		
	001-1601-525.24-00	167		
	001-1601-525.23-00	281		
	001-1601-525.22-03	315		
	001-1601-525.42-00	375		
	001-1601-525.22-00	378		
	001-1601-525.22-01	517		
	001-1601-525.52-00	1,612		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/25/23	001-1601-525.24-00	3,894	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	001-1601-525.12-00	5,515			
	001-1601-525.22-00	6,854			
	001-1601-525.21-00	7,714			
	001-1601-525.46-02	7,969			
	001-1601-525.49-00	8,150			
	001-1601-525.49-00	8,400			
	001-1601-525.31-00	9,680			
	001-1601-525.14-00	13,770			
	001-1601-525.46-02	13,984			
	001-1601-525.22-01	20,925			
	001-1601-525.34-00	21,787			
	001-1601-525.46-00	50,000			
	001-1601-525.12-00	79,802			
	001-1601-525.46-00	82,524			
09/15/23	001-1601-525.46-00	15,000	HURR. NICOLE DAY SLIPS		5000
3 Budget Amendments/Transfers				Division 1601 Total $362,458	
1801 - HUMAN RESOURCES					
11/29/22	001-1801-513.55-00	2,700	PO # 79819-GovernmentJobs PO BUDGET ROLL		733
05/02/23	001-1801-513.56-15	(500)	FND VERIZON TO YE APRIL CLEANUP		2962
	001-1801-513.41-00	500			
06/27/23	001-1801-513.12-00	(582)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-1801-513.12-12	582			
07/31/23	001-1801-513.56-15	(342)	ADDL MEMBERSHIP JULY CLEANUP		4334
	001-1801-513.54-00	342			
	001-1801-513.51-00	(200)	OFFICE CHAIR JULY CLEANUP		4334
	001-1801-513.52-00	200			
5 Budget Amendments/Transfers				Division 1801 Total $2,700	
1805 - CITY CLERK					
02/23/23	001-1805-513.52-00	(122)	FND SHREDDING INVOICE JANUARY CLEANUP		1973
06/27/23	001-1805-513.12-00	(71)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-1805-513.12-12	71			
07/31/23	001-1805-513.12-00	(11,291)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-1805-513.12-12	1,411			
	001-1805-513.13-00	9,880			
08/31/23	001-1805-513.12-00	(2,596)	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP		4868
	001-1805-513.23-04	(1,000)			
	001-1805-513.22-00	3,596			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4	Budget Amendments/Transfers		Division 1805 Total	($122)	
1905 - ECONOMIC DEVELOPMENT					
10/11/22	001-1905-515.12-00	(56,139)	TRX GIS ANALYST TO IT RESO # 2022-103		111
	001-1905-515.23-04	(22,361)			
	001-1905-515.22-00	(6,181)			
	001-1905-515.21-00	(4,755)			
	001-1905-515.27-00	(2,400)			
	001-1905-515.23-07	(824)			
	001-1905-515.23-08	(138)			
	001-1905-515.23-00	(102)			
	001-1905-515.23-09	(100)			
	001-1905-515.24-00	(90)			
11/01/22	001-1905-515.12-00	(25,000)	FND ECFRPL FOR PLANNING OCTOBER CLEANUP		560
	001-1905-515.34-00	25,000			
	001-1905-515.12-00	(1,500)	FND PLAT REVIEW OCTOBER CLEANUP		560
	001-1905-515.31-00	1,500			
12/21/22	001-1905-515.54-00	(1,155)	FUND PLATT REVIEWS NOVEMBER CLEANUP		1063
	001-1905-515.31-00	1,155			
02/14/23	001-1905-559.40-00	400	CN WINTER SYMPOSIUM RESO # 2023-014		1856
	001-1905-559.40-00	400			1885
	001-1905-515.12-00	(153,080)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1905-515.23-04	(36,344)			
	001-1905-515.34-00	(25,000)			
	001-1905-515.22-00	(19,412)			
	001-1905-515.21-00	(13,852)			
	001-1905-515.27-00	(6,850)			
	001-1905-515.56-15	(3,200)			
	001-1905-515.31-00	(2,655)			
	001-1905-515.40-00	(2,460)			
	001-1905-515.54-00	(2,386)			
	001-1905-515.42-00	(2,241)			
	001-1905-515.23-07	(1,342)			
	001-1905-515.46-03	(1,143)			
	001-1905-515.52-30	(1,111)			
	001-1905-515.41-00	(1,090)			
	001-1905-515.51-00	(950)			
	001-1905-515.55-00	(790)			
	001-1905-515.23-09	(673)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1905-515.24-00	(596)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014	1856
	001-1905-515.23-00	(581)		
	001-1905-515.23-08	(279)		
	001-1905-515.49-00	(200)		
	001-1905-515.52-00	(120)		
	001-1905-515.47-00	(66)		
	001-1905-559.55-00	(1,710)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1905-559.40-00	(1,300)		
	001-1905-559.40-00	(500)		
	001-1905-559.41-00	(440)		
	001-1905-559.40-00	(400)		
	001-1905-559.55-00	(400)		
	001-1905-559.55-00	(100)		
	001-1905-559.55-00	(100)		
	001-1905-515.47-00	66		
	001-1905-515.52-00	120		
	001-1905-515.49-00	200		
	001-1905-515.23-08	279		
	001-1905-515.23-00	581		
	001-1905-515.24-00	596		
	001-1905-515.23-09	673		
	001-1905-515.55-00	790		
	001-1905-515.51-00	950		
	001-1905-515.41-00	1,090		
	001-1905-515.52-30	1,111		
	001-1905-515.46-03	1,143		
	001-1905-515.23-07	1,342		
	001-1905-515.42-00	2,241		
	001-1905-515.54-00	2,386		
	001-1905-515.40-00	2,460		
	001-1905-515.31-00	2,655		
	001-1905-515.56-15	3,200		
	001-1905-515.27-00	6,850		
	001-1905-515.21-00	13,852		
	001-1905-515.22-00	19,412		
	001-1905-515.34-00	25,000		
	001-1905-515.23-04	36,344		
	001-1905-515.12-00	153,080		
	001-1905-515.12-00	(150,254)		1885

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1905-515.23-04	(36,008)	ECO DEV RESTRUCTURE RESO # 2023-014	1885
	001-1905-515.34-00	(25,000)		
	001-1905-515.22-00	(19,076)		
	001-1905-515.21-00	(13,631)		
	001-1905-515.27-00	(6,700)		
	001-1905-515.56-15	(3,200)		
	001-1905-515.31-00	(2,655)		
	001-1905-515.40-00	(2,460)		
	001-1905-515.54-00	(2,386)		
	001-1905-515.42-00	(2,241)		
	001-1905-515.23-07	(1,331)		
	001-1905-515.46-03	(1,143)		
	001-1905-515.52-30	(1,111)		
	001-1905-515.41-00	(1,090)		
	001-1905-515.51-00	(950)		
	001-1905-515.55-00	(790)		
	001-1905-515.23-09	(667)		
	001-1905-515.24-00	(593)		
	001-1905-515.23-00	(576)		
	001-1905-515.23-08	(276)		
	001-1905-515.49-00	(200)		
	001-1905-515.52-00	(120)		
	001-1905-515.47-00	(66)		
	001-1905-559.55-00	400	FMCA ANNUAL CONF RESO # 2023-014	1856
	001-1905-559.40-00	500		
	001-1905-559.55-00	400		1885
	001-1905-559.40-00	500		
	001-1905-559.40-00	1,300	FPRA ANNUAL CONF RESO # 2023-014	1856
	001-1905-559.55-00	1,710		
	001-1905-559.40-00	1,300		1885
	001-1905-559.55-00	1,710		
	001-1905-559.55-00	100	FPRA MEDIA CONF RESO # 2023-014	1856
	001-1905-559.55-00	100		1885
	001-1905-559.55-00	100	PIO SYMPOSIUM RESO # 2023-014	1856
	001-1905-559.55-00	100		1885
	001-1905-559.41-00	440	SAM S. CELL PHONE RESO # 2023-014	1856
	001-1905-559.41-00	440		1885
03/14/23	001-1905-559.48-00	13,305	CORR ACCOUNT MARK CAMPG RESO # 2023-022	2258

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/19/23	001-1905-559.27-00	(152)	CORR RESTRUCTURE PR MARCH CLEANUP		2796
	001-1905-515.27-00	152			
06/27/23	001-1905-559.12-00	(3)	NEW DIVISION ROUNDING ERR JUNE CLEANUP		3865
	001-1905-515.27-00	(2)			
	001-1905-515.12-00	1			
	001-1905-515.21-00	1			
	001-1905-515.22-00	1			
	001-1905-515.23-00	1			
	001-1905-515.24-00	1			
07/31/23	001-1905-559.11-00	(1,219)	REORG BUDGETARY SHORTFALL JULY CLEANUP		4334
08/31/23	001-1905-559.40-00	(508)	BONADIO TRAVEL FPRA CONF AUGUST CLEANUP		4868
	001-1905-559.51-00	(125)	MONITOR STAND AUGUST CLEANUP		4868
25	Budget Amendments/Transfers			Division 1905 Total ($349,211)	
1906 - COMMUNICATION/GRANTS					
02/14/23	001-1906-513.23-08	32	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1906-513.24-00	32			
	001-1906-513.23-08	48			
	001-1906-513.24-00	64			
	001-1906-513.23-00	80			
	001-1906-513.23-09	80			
	001-1906-513.23-07	112			
	001-1906-513.23-00	128			
	001-1906-513.23-09	128			
	001-1906-513.23-07	224			
	001-1906-513.21-00	1,344			
	001-1906-513.27-00	1,600			
	001-1906-513.27-00	1,600			
	001-1906-513.22-00	2,000			
	001-1906-513.21-00	2,576			
	001-1906-513.23-04	3,584			
	001-1906-513.22-00	3,824			
	001-1906-513.23-04	7,200			
	001-1906-513.12-00	17,034			
	001-1906-513.12-00	32,000			
	001-1906-513.12-00	(32,000)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1906-513.12-00	(17,034)			
	001-1906-513.23-04	(7,200)			
	001-1906-513.22-00	(3,824)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1906-513.23-04	(3,584)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1906-513.21-00	(2,576)		
	001-1906-513.22-00	(2,000)		
	001-1906-513.27-00	(1,600)		
	001-1906-513.27-00	(1,600)		
	001-1906-513.21-00	(1,344)		
	001-1906-513.41-00	(440)		
	001-1906-513.23-07	(224)		
	001-1906-513.23-00	(128)		
	001-1906-513.23-09	(128)		
	001-1906-513.23-07	(112)		
	001-1906-513.23-00	(80)		
	001-1906-513.23-09	(80)		
	001-1906-513.24-00	(64)		
	001-1906-513.23-08	(48)		
	001-1906-513.23-08	(32)		
	001-1906-513.24-00	(32)		
	001-1906-513.23-08	32		1885
	001-1906-513.24-00	32		
	001-1906-513.23-08	48		
	001-1906-513.24-00	64		
	001-1906-513.23-00	80		
	001-1906-513.23-09	80		
	001-1906-513.23-07	112		
	001-1906-513.23-00	128		
	001-1906-513.23-09	128		
	001-1906-513.23-07	224		
	001-1906-513.41-00	440		
	001-1906-513.21-00	1,344		
	001-1906-513.27-00	1,600		
	001-1906-513.27-00	1,600		
	001-1906-513.22-00	2,000		
	001-1906-513.21-00	2,576		
	001-1906-513.23-04	3,584		
	001-1906-513.22-00	3,824		
	001-1906-513.23-04	7,200		
	001-1906-513.12-00	17,034		
	001-1906-513.12-00	32,000		
	001-1906-513.41-00	440	TIFF B CELL PHONE RESO # 2023-014	1856

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	001-1906-513.24-00	48	REORG BUDGETARY SHORTFALL JULY CLEANUP		4334
	001-1906-513.40-00	186			
	001-1906-513.55-00	985			
08/31/23	001-1906-513.40-00	508	BONADIO TRAVEL FPRA CONF AUGUST CLEANUP		4868
	001-1906-513.52-00	125	MONITOR STAND AUGUST CLEANUP		4868
7	Budget Amendments/Transfers			Division 1906 Total $75,982	
1990 - LEISURE SERVICES					
02/14/23	001-1990-574.55-00	80	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1990-574.52-00	108			
	001-1990-574.15-00	200			
	001-1990-574.51-00	402			
	001-1990-574.23-00	419			
	001-1990-574.23-09	576			
	001-1990-574.23-08	597			
	001-1990-574.47-00	640			
	001-1990-574.46-00	700			
	001-1990-574.52-07	797			
	001-1990-574.42-00	798			
	001-1990-574.44-00	800			
	001-1990-574.44-00	1,000			
	001-1990-574.41-00	1,320			
	001-1990-574.55-00	2,800			
	001-1990-574.23-07	3,336			
	001-1990-574.24-00	4,345			
	001-1990-574.27-00	5,100			
	001-1990-574.48-00	8,846			
	001-1990-574.21-00	13,143			
	001-1990-574.22-00	18,094			
	001-1990-574.34-00	22,327			
	001-1990-574.13-00	53,356			
	001-1990-574.23-04	83,828			
	001-1990-574.12-00	118,886			
	001-1990-574.12-00	(118,886)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1990-574.23-04	(83,828)			
	001-1990-574.13-00	(53,356)			
	001-1990-574.34-00	(22,327)			
	001-1990-574.22-00	(18,094)			
	001-1990-574.21-00	(13,143)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1990-574.48-00	(8,846)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1990-574.27-00	(5,100)		
	001-1990-574.24-00	(4,345)		
	001-1990-574.23-07	(3,336)		
	001-1990-574.55-00	(2,800)		
	001-1990-574.41-00	(1,320)		
	001-1990-574.44-00	(1,000)		
	001-1990-574.44-00	(800)		
	001-1990-574.42-00	(798)		
	001-1990-574.52-07	(797)		
	001-1990-574.46-00	(700)		
	001-1990-574.47-00	(640)		
	001-1990-574.23-08	(597)		
	001-1990-574.23-09	(576)		
	001-1990-574.23-00	(419)		
	001-1990-574.51-00	(402)		
	001-1990-574.15-00	(200)		
	001-1990-574.52-00	(108)		
	001-1990-574.55-00	(80)		
	001-1990-574.55-00	80		1885
	001-1990-574.52-00	108		
	001-1990-574.15-00	200		
	001-1990-574.51-00	402		
	001-1990-574.23-00	406		
	001-1990-574.23-09	563		
	001-1990-574.23-08	591		
	001-1990-574.47-00	640		
	001-1990-574.46-00	700		
	001-1990-574.52-07	797		
	001-1990-574.42-00	798		
	001-1990-574.44-00	800		
	001-1990-574.44-00	1,000		
	001-1990-574.41-00	1,320		
	001-1990-574.55-00	2,800		
	001-1990-574.23-07	3,305		
	001-1990-574.24-00	4,289		
	001-1990-574.27-00	4,800		
	001-1990-574.48-00	8,846		
	001-1990-574.21-00	12,803		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1990-574.22-00	17,539	ECO DEV RESTRUCTURE RESO # 2023-014	1885
	001-1990-574.34-00	22,327		
	001-1990-574.13-00	51,846		
	001-1990-574.23-04	82,695		
	001-1990-574.12-00	117,016		
02/23/23	001-1990-574.12-00	(1,278)	FND COMP HOURS JANUARY CLEANUP	1973
05/02/23	001-1990-574.52-07	1,000	FND JANITORIAL SUPPLIES APRIL CLEANUP	2962
	001-1990-574.34-00	(2,000)	FND JANITORIAL/UNIF APRIL CLEANUP	2962
	001-1990-574.42-00	(200)		
	001-1990-574.52-00	1,200	FND UNIFORMS APRIL CLEANUP	2962
06/27/23	001-1990-574.48-00	(2,500)	SPECIAL EVENTS JUNE CLEANUP	3865
	001-1990-574.34-00	2,500		
07/31/23	001-1990-574.12-00	(40)	OVERTIME JULY CLEANUP	4334
	001-1990-574.14-00	40		
08/31/23	001-1990-574.44-00	(800)	ADD. OPERATING SUPPLIES AUGUST CLEANUP	4868
	001-1990-574.34-00	(700)		
	001-1990-574.42-00	(528)		
	001-1990-574.52-00	2,028		
10	Budget Amendments/Transfers		Division 1990 Total	$335,393
2100 - POLICE ADMIN/OPERATIONS				
10/25/22	001-2100-521.34-23	14,108	ACCEPT JAG GRANT 2022 RESO # 2022-115	269
11/01/22	001-2100-521.64-00	(117,166)	ASSIGN PROJECT BUDGET	562
	001-2100-521.64-00	117,166	ASSIGN PROJECT BUDGET 2 MARKED PATROL VEHICLES	562
11/29/22	001-2100-521.44-00	(106,988)	AXON LEASE RECLASSIFY GASB 87 COMPLIANCE	696
	001-2100-521.55-00	1,487		
	001-2100-521.46-00	8,860		
	001-2100-521.56-15	11,085		
	001-2100-521.52-00	85,556		
	001-2100-521.52-23	25,444	PO # 78492-Federal Easter PO BUDGET ROLL	733
	001-2100-521.56-15	2,320	PO # 78952-Tyler Tec PO BUDGET ROLL	733
	001-2100-521.56-15	2,320	PO # 79380-Tyler Tec PO BUDGET ROLL	733
	001-2100-521.52-00	335	PO # 79526-Sun Badge PO BUDGET ROLL	733
	001-2100-521.52-00	858	PO # 79532-Florida Bullet PO BUDGET ROLL	733
01/10/23	001-2100-521.52-26	1,960	BPV GRANT 50% MATCH RESO # 2023-003	1358
	001-2100-521.52-26	1,960	BPV GRANT FUNDS RESO # 2023-003	1358
	001-2100-521.52-00	(1,960)	FND 50% BPV MATCH FY22 RESO # 2023-003	1358
01/19/23	001-2100-521.31-00	(2,500)	FND FINANCIAL TRAINING DECEMBER CLEANUP	1462

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/19/23	001-2100-521.34-00	(2,000)	FND FINANCIAL TRAINING DECEMBER CLEANUP	1462
	001-2100-521.44-00	(719)		
	001-2100-521.55-00	5,219		
03/14/23	001-2100-521.12-00	(6,685)	FY23 VOCA GR 2022-CPD RESO # 2023-027	2262
	001-2100-521.55-35	(1,397)		
	001-2100-521.41-35	(1,080)		
	001-2100-521.52-35	(651)		
	001-2100-521.55-22	3,976	JAG AWARD 2021 RESO # 2023-027	2262
	001-2100-521.40-22	4,984		
	001-2100-521.52-23	25,444	PO # 78492 FED EASTERN RESO # 2023-027	2262
	001-2100-521.52-23	(25,444)	REV BPV ROLL 78492 RESO # 2023-027	2262
04/25/23	001-2100-521.52-36	17,021	EBIKE FH SUBS DONATION RESO # 2023-038	2888
	001-2100-521.52-00	(23,676)	FND SWAT VAN DES/FAB RESO # 2023-040	2889
	001-2100-521.52-30	(20,000)		
	001-2100-521.46-02	(5,000)		
	001-2100-521.64-00	62,976		
05/31/23	001-2100-521.64-00	869	CORR BAF 23-043-T MAY CLEANUP	3586
06/27/23	001-2100-521.52-30	(395)	POLICE VEHICLES JUNE CLEANUP	3865
	001-2100-521.64-00	1,169		
07/31/23	001-2100-521.55-00	4,200	CELLEBRITE TRAINING JULY CLEANUP	4334
	001-2100-521.12-00	(15,000)	CONTRACTUAL WAGES JULY CLEANUP	4334
	001-2100-521.12-06	15,000		
	001-2100-521.52-30	(37,339)	GAS MASKS JULY CLEANUP	4334
	001-2100-521.64-00	8,954		
	001-2100-521.52-00	28,385		
08/22/23	001-2100-521.22-02	57,137	STATE CONTRIB FOR PENSION 2023-090	4618
08/31/23	001-2100-521.52-30	(1,000)	ADD. FUNDING AUGUST CLEANUP	4868
	001-2100-521.52-07	1,000		
	001-2100-521.40-00	480	CFA CONFERENCE AUGUST CLEANUP	4868
	001-2100-521.52-30	(4,000)	ENTERPRISE PO 80359 AUGUST CLEANUP	4868
	001-2100-521.49-00	4,000		
	001-2100-521.12-00	32,000	HS TRAINEE PROGRAM AUGUST CLEANUP	4868
	001-2100-521.40-22	(2,012)	JAG GRANT REALLOCATION AUGUST CLEANUP	4868
	001-2100-521.55-22	2,012		
	001-2100-521.23-04	(40,617)	PD OVERTIME AUGUST CLEANUP	4868
	001-2100-521.14-00	40,617		
	001-2100-521.52-00	(1,299)	POLICE UNIFORMS AUGUST CLEANUP	4868
	001-2100-521.52-02	1,299		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
32	Budget Amendments/Transfers		Division 2100 Total	$173,273	
2101 - POLICE COMMUNICATIONS					
11/01/22	001-2101-521.64-00	(135,050)	ASSIGN PROJECT BUDGET		562
	001-2101-521.64-00	135,050	ASSIGN PROJECT BUDGET P25 RADIO REPLACEMENT		562
03/14/23	001-2101-521.54-00	(282)	FND NOTARY RENEWALS FEBRUARY CLEANUP		2234
	001-2101-521.49-00	282			
	001-2101-521.64-00	(869)	FND VEHICLES W/ PROJ BAL FEBRUARY CLEANUP		2234
	001-2101-521.64-00	869			
04/25/23	001-2101-521.46-00	(5,662)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2101-521.34-00	(4,830)			
05/31/23	001-2101-521.64-00	(869)	CORR BAF 23-043-T MAY CLEANUP		3586
06/27/23	001-2101-521.12-00	(2,096)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-2101-521.12-12	2,096			
	001-2101-521.64-00	(774)	POLICE VEHICLES JUNE CLEANUP		3865
07/31/23	001-2101-521.55-00	(4,200)	CELLEBRITE TRAINING JULY CLEANUP		4334
	001-2101-521.12-06	651	CONTRACTUAL WAGES JULY CLEANUP		4334
	001-2101-521.12-00	(27,200)	OVERTIME JULY CLEANUP		4334
	001-2101-521.12-00	(16,651)			
	001-2101-521.14-00	16,000			
	001-2101-521.14-00	27,200			
	001-2101-521.55-00	(738)	SCANNER FOR RECORDS JULY CLEANUP		4334
	001-2101-521.54-00	353			
	001-2101-521.56-15	385			
08/31/23	001-2101-521.40-00	(480)	CFA CONFERENCE AUGUST CLEANUP		4868
	001-2101-521.55-00	(837)	THIN CLIENT LIC. & MONIT AUGUST CLEANUP		4868
	001-2101-521.56-15	837			
14	Budget Amendments/Transfers		Division 2101 Total	($16,815)	
2132 - CODE ENFORCEMENT					
04/25/23	001-2132-524.31-01	(1,500)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2132-524.45-00	(1,000)			
	001-2132-524.49-00	(755)			
	001-2132-524.46-03	(553)			
06/27/23	001-2132-524.12-12	554	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-2132-524.12-00	(559)	ACCRUAL PAYOUTS & OT JUNE CLEANUP		3865
	001-2132-524.14-00	5	OVERTIME JUNE CLEANUP		3865
07/31/23	001-2132-524.52-00	(2,150)	MOBLEY-PROTECTIVE INSPECT JULY CLEANUP		4334
	001-2132-524.49-00	(1,434)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	001-2132-524.55-00	(1,190)	MOBLEY-PROTECTIVE INSPECT JULY CLEANUP		4334
	001-2132-524.51-00	(1,100)			
	001-2132-524.40-00	(1,000)			
	001-2132-524.52-30	(950)			
	001-2132-524.47-00	(550)			
	001-2132-524.46-03	(365)			
	001-2132-524.54-00	(168)			
	001-2132-524.34-00	2,308			
	001-2132-524.34-00	6,599			
5	Budget Amendments/Transfers		Division 2132 Total	($3,808)	
2200 - FIRE ADMINISTRATION					
11/01/22	001-2200-522.52-00	(988)	FND MOBILEYES SETUP/ANNUA OCTOBER CLEANUP		560
	001-2200-522.56-15	988			
02/23/23	001-2200-522.34-00	10,000	FND FIRE INSP & PLAN REV JANUARY CLEANUP		1973
04/19/23	001-2200-522.52-00	(500)	FND BUSINESS CARDS MARCH CLEANUP		2796
	001-2200-522.47-00	500			
04/25/23	001-2200-522.34-00	95,000	FIRE INSP SRV PDCS RESO # 2023-043		2883
05/02/23	001-2200-522.12-00	(15,000)	FND INSP SERVICES PCDS APRIL CLEANUP		2962
	001-2200-522.34-00	15,000			
07/25/23	001-2200-522.12-00	(110,000)	SHORTAGE OF PERSONNEL 2023-079		4208
	001-2200-522.22-01	(60,000)			
	001-2200-522.23-04	(10,000)			
07/31/23	001-2200-522.12-12	3,885	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-2200-522.12-07	141	CONTRACTUAL WAGES JULY CLEANUP		4334
	001-2200-522.12-06	870			
	001-2200-522.24-00	(4,000)	CONTRACTUAL WAGES/ACCRAUL JULY CLEANUP		4334
	001-2200-522.11-00	(3,662)			
08/22/23	001-2200-522.22-01	72,352	STATE CONTRIB FOR PENSION 2023-090		4618
08/31/23	001-2200-522.22-01	(72,352)	CORRECT BAF# 23-105 AUGUST CLEANUP		4868
	001-2200-522.22-02	72,352			
11	Budget Amendments/Transfers		Division 2200 Total	($5,414)	
2201 - FIRE OPERATIONS					
11/01/22	001-2201-522.64-00	(110,600)	ASSIGN PROJECT BUDGET		562
	001-2201-522.64-00	89,200	ASSIGN PROJECT BUDGET P25 RADIOS YEAR 2 OF 3		562
	001-2201-522.64-00	21,400	ASSIGN PROJECT BUDGET SMOKE EJECTOR FANS		562
	001-2201-522.46-00	(2,675)	FND AC CONDENSER FOR MICH OCTOBER CLEANUP		560
	001-2201-522.49-00	2,675			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/01/22	001-2201-522.52-00	(250)	FND TWILIO FOR TELESTAFF OCTOBER CLEANUP	560
	001-2201-522.41-00	250		
11/29/22	001-2201-522.46-03	16,723	PO # 79773-Josam Prod PO BUDGET ROLL	733
12/13/22	001-2201-522.64-00	269,920	FIRE RESCUE APPARATUS RESO #2022-137	941
02/23/23	001-2201-522.55-00	(10,000)	FND FIRE INSP & PLAN REV JANUARY CLEANUP	1973
03/06/23	001-2201-522.64-00	850,000	AFB PROJECT PUMPER TRK RESO # 2023-019	2114
05/25/23	001-2201-522.46-03	50,000	FND REPAIR FIRE APP E31 RESO # 2023-047	3295
06/27/23	001-2201-522.64-00	(13,935)	SMOKE EJECTOR FANS JUNE CLEANUP	3865
	001-2201-522.52-00	13,935		
07/25/23	001-2201-522.12-00	(135,066)	SHORTAGE OF PERSONNEL 2023-079	4208
	001-2201-522.13-00	(130,000)		
	001-2201-522.23-04	(100,000)		
	001-2201-522.12-06	23,000		
	001-2201-522.12-12	43,566		
	001-2201-522.15-00	126,300		
	001-2201-522.14-00	352,200		
07/31/23	001-2201-522.12-12	2,766	ACCRUAL PAYOUTS JULY CLEANUP	4334
	001-2201-522.43-00	(300)	FLORIDA CITY GAS JULY CLEANUP	4334
	001-2201-522.52-10	300		
08/16/23	001-2201-522.64-00	(850,000)	FIRE PUMPER TRUCK TRUE UP FY22 AFB	4574
	001-2201-522.64-00	850,000		
08/22/23	001-2201-522.52-30	(31,000)	2023SUTPHEN T32&E33REPAIR 2023-091	4619
	001-2201-522.46-03	31,000		
08/31/23	001-2201-522.46-00	(7,825)	ADD. FUNDING AUGUST CLEANUP	4868
	001-2201-522.52-00	7,825		
	001-2201-522.12-00	(23,094)	FIRE FICA AUGUST CLEANUP	4868
	001-2201-522.21-00	23,094		
	001-2201-522.55-00	(10,000)	FIRE RESERVE UNIT EQUIP. AUGUST CLEANUP	4868
	001-2201-522.52-00	10,000		
	001-2201-522.12-00	(975)	FIRE RETIREMENT CONT. AUGUST CLEANUP	4868
	001-2201-522.22-00	975		
	001-2201-522.46-00	(7,000)	FIRE UNIFORMS AUGUST CLEANUP	4868
	001-2201-522.52-02	7,000		
	001-2201-522.12-00	38,000	HS TRAINEE PROGRAM AUGUST CLEANUP	4868
22 Budget Amendments/Transfers			Division 2201 Total $1,397,409	
3200 - ADMINISTRATION				
11/29/22	001-3200-515.62-00	750,000	BLAKE SUBD NEW HOUSES CAPITAL PROJ BUDGET ROLL	722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	001-3200-515.34-00	3,200	PO # 79924-Tuttle Armfiel PO BUDGET ROLL	733
12/13/22	001-3200-515.56-15	36,687	4 CAMERAS AT JLS RESO # 2022-129	939
03/14/23	001-3200-515.31-15	30,000	2020 HPF AF AMER CIV GR RESO # 2023-027	2262
	001-3200-515.42-00	(55)	FND HPC BUSINESS CARDS FEBRUARY CLEANUP	2234
	001-3200-515.47-00	55		
	001-3200-515.42-00	(515)	FND NEG ACCT BAL FEBRUARY CLEANUP	2234
	001-3200-515.51-00	(143)		
	001-3200-515.41-00	15		
	001-3200-515.49-00	143		
	001-3200-515.34-00	500		
04/11/23	001-3200-515.31-16	12,081	H.T. MOORE ARCHITECTUAL RESO # 2023-034	2679
	001-3200-515.46-00	288,919	H.T. MOORE R&M RESO # 2023-034	2679
04/19/23	001-3200-515.52-30	(643)	FND NEG ACCT BALANCE MARCH CLEANUP	2796
	001-3200-515.49-00	143		
	001-3200-515.34-00	500		
05/23/23	001-3200-515.61-00	241,379	CD22PS VILLAGE PARKING RESO #2023-044	3306
06/27/23	001-3200-515.12-12	2,421	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	001-3200-515.12-00	(2,427)	ACCRUAL PAYOUTS & OT JUNE CLEANUP	3865
	001-3200-515.14-00	6	OVERTIME JUNE CLEANUP	3865
07/31/23	001-3200-515.34-00	(248)	BTR RENEWAL ENVELOPES JULY CLEANUP	4334
	001-3200-515.51-00	100		
	001-3200-515.47-00	148		
	001-3200-515.12-00	(8,000)	INSURANCE MEDICAL JULY CLEANUP	4334
	001-3200-515.23-04	8,000		
08/31/23	001-3200-515.49-00	(48)	ADD VERIZON FND PO 80354 AUGUST CLEANUP	4868
	001-3200-515.41-00	48		
	001-3200-515.12-00	(211)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	001-3200-515.12-12	211		
	001-3200-515.12-00	(852)	DROP BENEFIT OFFSET AUGUST CLEANUP	4868
	001-3200-515.27-00	852		
	001-3200-515.12-00	(349)	DROP WAGES AUGUST CLEANUP	4868
	001-3200-515.13-00	349		
19 Budget Amendments/Transfers			Division 3200 Total $1,362,266	
3500 - ADMINISTRATION				
07/31/23	001-3500-519.11-00	(5,000)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	001-3500-519.12-12	16,139		
08/31/23	001-3500-519.12-00	7,453	ADD. FUNDING REG. SALARY AUGUST CLEANUP	4868

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
08/31/23	001-3500-519.12-12	414	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	001-3500-519.21-00	1,328	PUBLIC WORKS FICA AUGUST CLEANUP	4868
	001-3500-519.22-00	1,705	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP	4868
5	Budget Amendments/Transfers		Division 3500 Total $22,039	
3510 - STREET MANAGEMENT				
11/01/22	001-3510-541.63-00	(300,000)	ASSIGN PROJECT BUDGET	562
	001-3510-541.63-00	300,000	ASSIGN PROJECT BUDGET ANNUAL STREET PAVING	562
11/29/22	001-3510-541.63-00	3,984	AURORA ST DITCH PIPING CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.64-00	2,500	CAPITAL PURCHASE CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.63-00	89,913	DIAMOND SQUARE PAVING CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.63-00	14,495	FDOT SIDEWALK & CURB IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.63-00	17,087	PO # 76945-Infra Solution PO BUDGET ROLL	733
	001-3510-541.63-00	3,637	PO # 78121-VA Paving PO BUDGET ROLL	733
	001-3510-541.31-00	29,901	PO # 79571-Mead & Hunt PO BUDGET ROLL	733
	001-3510-541.46-00	38,310	SLFRF PAVING CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.64-00	3,559	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
01/19/23	001-3510-541.46-00	(5,900)	FND NEW EQUIP TRLR DECEMBER CLEANUP	1462
	001-3510-541.64-00	5,900		
02/23/23	001-3510-541.46-00	(5,150)	FND ENG SRVS-TRAFF DESIGN JANUARY CLEANUP	1973
	001-3510-541.31-00	5,150		
03/14/23	001-3510-541.46-00	(200)	FND EQUIP TRLR BUDGET FEBRUARY CLEANUP	2234
	001-3510-541.64-00	200		
	001-3510-541.64-00	(2,500)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	001-3510-541.63-00	(14,495)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	001-3510-541.64-00	(3,559)		
04/19/23	001-3510-541.46-00	(100)	FND PO# 80465 INV# 009 MARCH CLEANUP	2796
	001-3510-541.31-00	100		
05/23/23	001-3510-541.63-00	(89,913)	AFBP21 RESO #2023-044	3306
	001-3510-541.46-00	(38,310)		
	001-3510-541.63-00	(3,637)		
05/25/23	001-3510-541.46-00	50,000	FND FY23 ANNUAL ST PAVING RESO # 2023-046	3297
	001-3510-541.63-00	450,000		
06/27/23	001-3510-541.49-00	127	CAR REGISTRATION JUNE CLEANUP	3865
	001-3510-541.15-00	225	CELL PHONE ALLOW UNBDGTD JUNE CLEANUP	3865
	001-3510-541.14-00	(352)	CELL PHONE ALLOW/CAR REG JUNE CLEANUP	3865
	001-3510-541.46-00	(12,215)	REPLENISH ROAD MATERIALS JUNE CLEANUP	3865
	001-3510-541.49-00	127		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/23	001-3510-541.53-00	12,088	REPLENISH ROAD MATERIALS JUNE CLEANUP		3865
	001-3510-541.46-00	(10,000)	TRAFFIC IMPACT STUDIES JUNE CLEANUP		3865
	001-3510-541.34-00	10,000			
07/31/23	001-3510-541.46-00	3,000	RIBBON CURB INSTALL JULY CLEANUP		4334
08/16/23	001-3510-541.46-00	(50,000)	FUND ANNUAL SIDEWALK MAIN TRUE UP FY22 AFB		4574
	001-3510-541.46-00	50,000			
	001-3510-541.63-00	(450,000)	FUND ANNUAL STREET PAVING TRUE UP FY22 AFB		4574
	001-3510-541.63-00	450,000			
08/31/23	001-3510-541.52-30	(5,471)	FP&L ADD. FUNDING AUGUST CLEANUP		4868
	001-3510-541.34-00	(4,000)			
	001-3510-541.54-00	(1,200)			
	001-3510-541.40-00	(500)			
	001-3510-541.42-00	(500)			
	001-3510-541.43-00	11,671			
	001-3510-541.12-00	(9,959)	REGULAR SALARIES AUGUST CLEANUP		4868
	001-3510-541.12-00	(8,694)			
	001-3510-541.23-04	(7,453)			
	001-3510-541.23-04	(3,577)			
	001-3510-541.12-00	(1,705)			
	001-3510-541.23-04	(1,328)			
	001-3510-541.23-04	(414)			
	001-3510-541.52-30	(5,260)	STRIPING ADD. FUNDING AUGUST CLEANUP		4868
	001-3510-541.55-00	(3,018)			
	001-3510-541.46-00	8,278			
30	Budget Amendments/Transfers			Division 3510 Total $520,842	
3520 - PARKS & BEAUTIFICATION					
11/29/22	001-3520-572.64-00	49,130	PO # 79068-Alan Jay Chev PO BUDGET ROLL		733
02/28/23	001-3520-572.31-11	(15,000)	FND ARBOR DAY TREE PURCH RESO # 2023-017		2033
	001-3520-572.31-11	(15,000)			
	001-3520-572.31-11	15,000			
03/14/23	001-3520-572.46-00	(700)	FND EYE WASH STATION FEBRUARY CLEANUP		2234
	001-3520-572.46-02	700			
04/19/23	001-3520-572.46-00	(2,000)	FND PRESSURE WASHING MARCH CLEANUP		2796
	001-3520-572.34-00	500			
	001-3520-572.49-00	1,500			
05/02/23	001-3520-572.46-00	(7,000)	FND OPERATING SUPPL TO YE APRIL CLEANUP		2962
	001-3520-572.52-00	7,000			
	001-3520-572.46-00	(300)	FND VERIZON TO YE APRIL CLEANUP		2962

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/02/23	001-3520-572.41-00	300	FND VERIZON TO YE APRIL CLEANUP		2962
07/11/23	001-3520-572.31-11	15,000	TREE GRANT YR3 AWARD 2023-067		3997
07/31/23	001-3520-572.46-00	(5,653)	ICE MACHINE JULY CLEANUP		4334
	001-3520-572.64-00	5,653			
08/31/23	001-3520-572.34-09	(12,400)	ADD. FUNDING AUGUST CLEANUP		4868
	001-3520-572.40-00	1,100			
	001-3520-572.34-00	1,300			
	001-3520-572.52-00	10,000			
	001-3520-572.12-00	(240)	SHOE ALLOWANCE AUGUST CLEANUP		4868
	001-3520-572.20-00	240			
10	Budget Amendments/Transfers			Division 3520 Total $49,130	
3540 - PUBLIC WORKS- FLEET MAINT					
11/29/22	001-3540-519.34-00	13,353	PO # 79882-Genuine Parts PO BUDGET ROLL		733
02/23/23	001-3540-519.55-00	(4,500)	FND TRANSMISSION JACK JANUARY CLEANUP		1973
	001-3540-519.46-00	(2,400)			
	001-3540-519.56-15	(2,000)			
	001-3540-519.64-00	8,900			
03/14/23	001-3540-519.56-15	(350)	FND SHIPPING TRANSM LIFT FEBRUARY CLEANUP		2234
	001-3540-519.64-00	350			
04/19/23	001-3540-519.64-00	(350)	FND TRANSMISSION JACK MARCH CLEANUP		2796
	001-3540-519.64-00	350			
05/02/23	001-3540-519.52-00	(578)	PROMO ITEMS W/ COCOA APRIL CLEANUP		2962
	001-3540-519.48-00	578			
06/27/23	001-3540-519.12-00	(1,469)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-3540-519.12-12	1,469			
07/11/23	001-3540-519.55-00	15,950	FLEET SOFTWARE 2023-074		4004
	001-3540-519.56-15	93,151			
07/31/23	001-3540-519.12-00	(11,259)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-3540-519.20-00	120	SHOE ALLOWANCE JULY CLEANUP		4334
	001-3540-519.64-00	15,637	VEHICLE WASH MACHINE JULY CLEANUP		4334
08/16/23	001-3540-519.55-00	(7,512)	FLEET FASTER SFTWR TRAIN TRUE UP FY22 AFB		4574
	001-3540-519.55-00	7,512			
	001-3540-519.56-15	(34,521)	FLEET FASTER SOFTWARE TRUE UP FY22 AFB		4574
	001-3540-519.56-15	34,521			
12	Budget Amendments/Transfers			Division 3540 Total $126,952	
3560 - FACILITY MANAGEMENT					
11/01/22	001-3560-519.64-00	(41,000)	ASSIGN PROJECT BUDGET		562

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/01/22	001-3560-519.64-00	41,000	ASSIGN PROJECT BUDGET CITY HALL HVAC REPLACE	562
11/29/22	001-3560-519.64-00	13,175	CAPITAL PURCHASE CAPITAL PROJ BUDGET ROLL	722
	001-3560-519.64-00	10,005	CIVIV CENTER CAPITAL PROJ BUDGET ROLL	722
	001-3560-519.64-00	6,071	FIRE ALARM MUSEUM REPL CAPITAL PROJ BUDGET ROLL	722
	001-3560-519.64-00	27,045	PO # 79067-Alan Jay Chevr PO BUDGET ROLL	733
	001-3560-519.64-00	100,890	PO # 79572-Cortez Heating PO BUDGET ROLL	733
	001-3560-519.64-00	28,929	PO # 79646-ADS Security PO BUDGET ROLL	733
	001-3560-519.31-00	6,000	PO # 79790-ISS PO BUDGET ROLL	733
	001-3560-519.46-00	5,970	PO # 79810-Kendall Signs PO BUDGET ROLL	733
	001-3560-519.31-00	6,250	PO # 79834-ISS PO BUDGET ROLL	733
	001-3560-519.52-00	2,985	PO # 79879-Kendall Signs PO BUDGET ROLL	733
	001-3560-519.46-02	2,900	PO # 79905-C & D Construc PO BUDGET ROLL	733
	001-3560-519.49-00	13,150	PO # 79914-Graybar PO BUDGET ROLL	733
	001-3560-519.46-00	8,951	PO # 79915-East Coast Fen PO BUDGET ROLL	733
	001-3560-519.46-02	21,607	PO # 79918-Doug Wilson En PO BUDGET ROLL	733
	001-3560-519.64-00	11,074	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
01/10/23	001-3560-519.64-00	23,428	DONATION FOR ROTARY CLOCK RESO # 2023-004	1359
02/28/23	001-3560-519.64-00	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017	2033
03/14/23	001-3560-519.62-00	74,143	UPGRADE PH ELEVATOR RESO # 2023-024	2260
03/30/23	001-3560-519.64-00	123,603	FIRE ALARM PANEL CVPH RESO #2023-028	2516
04/25/23	001-3560-519.34-00	(5,000)	FND CITY HALL HVAC` RESO # 2023-035	2884
	001-3560-519.64-00	5,000		
05/23/23	001-3560-519.64-00	(6,071)	PWFBPI SUSTAINABILITY RESO #2023-044	3306
06/27/23	001-3560-519.64-00	(6,071)	CORR PROJ NUMBER PW22FI JUNE CLEANUP	3865
	001-3560-519.64-00	6,071		
	001-3560-519.52-30	(8,000)	VEHICLE REPAIRS JUNE CLEANUP	3865
	001-3560-519.46-03	8,000		
07/31/23	001-3560-519.46-02	(12,383)	GOLF CART JULY CLEANUP	4334
	001-3560-519.64-00	12,383		
	001-3560-519.46-00	(3,000)	RIBBON CURB INSTALL JULY CLEANUP	4334
	001-3560-519.52-30	(15,637)	VEHICLE WASH MACHINE JULY CLEANUP	4334
08/08/23	001-3560-519.52-30	8,264	Fleet Vehicle Wash System 2023-084	4416
08/31/23	001-3560-519.46-00	(20,000)	ADD. FUNDING AUGUST CLEANUP	4868
	001-3560-519.46-02	20,000		
	001-3560-519.40-00	(1,000)	OVERTIME AUGUST CLEANUP	4868
	001-3560-519.14-00	1,000		
	001-3560-519.14-00	3,577		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
08/31/23	001-3560-519.34-00	(13,000)	PW BREAK ROOM REPAIRS AUGUST CLEANUP	4868
	001-3560-519.46-02	13,000		
	001-3560-519.22-00	8,694	RETIRE AUGUST CLEANUP	4868
	001-3560-519.23-04	9,959	RETIREINSURANCES/ MEDICAL AUGUST CLEANUP	4868
34	Budget Amendments/Transfers		Division 3560 Total $506,962	
3580 - CAPITAL PROJECTS MNGMT				
11/29/22	001-3580-519.46-00	61,550	AFB - PARK IMPROVE CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.46-02	49,977	AFB - PROVOST PARK IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	16,994	AFB - PORCHER HOUSE CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-00	716,853	AFB - PROVOST PARK IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-00	521,926	AFB - STRADLEY PARK IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.64-00	5,104	AFB BRACCO POND BATHROOM CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-07	85,000	AFB JUNNY RIOS SPLASH PAD CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.64-00	529,141		
	001-3580-519.64-00	8,000	AFB PROVOST PARK IMPRV CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	34,289	BRACCO POND RESTROOM CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	69,719	CARL ANDERSON RESTROOM CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	65,216	FERN/PROSPECT RESTROOM CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-00	20,000	LEE WENNER PARK CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.63-00	49,861	PO # 78193-Architects RZK PO BUDGET ROLL	733
	001-3580-519.64-00	75,858	PO # 78194-Architects RZK PO BUDGET ROLL	733
	001-3580-519.31-00	5,168	PO # 78203-Architects RZK PO BUDGET ROLL	733
	001-3580-519.64-00	37,897	PO # 79201-Miracle Rec Eq PO BUDGET ROLL	733
	001-3580-519.63-00	27,101	PO # 79477-Architects RZK PO BUDGET ROLL	733
	001-3580-519.62-00	31,000	PROVOST PARK IMPROVE CAPITAL PROJ BUDGET ROLL	722
05/23/23	001-3580-519.62-00	(69,719)	AFBP21 RESO #2023-044	3306
	001-3580-519.62-00	(65,216)		
	001-3580-519.62-00	(34,289)		
	001-3580-519.62-00	(31,000)		
	001-3580-519.63-00	(19,000)		
	001-3580-519.64-00	(5,104)		
	001-3580-519.31-00	139		
05/31/23	001-3580-519.63-00	25,559	STRADLEY PARK CONTIGENCY MAY CLEANUP	3586
06/27/23	001-3580-519.52-00	(29,000)	ARROW BOARD TRAILER JUNE CLEANUP	3865
	001-3580-519.64-00	29,000		
	001-3580-519.64-00	5,392	BRACCO FITNESS COURSE JUNE CLEANUP	3865
	001-3580-519.12-00	(40)	OVERTIME JUNE CLEANUP	3865

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/23	001-3580-519.14-00	40	OVERTIME JUNE CLEANUP		3865
09/12/23	001-3580-519.46-02	(49,977)	PROVOST PARK ERP FND RESOLUTION #: 2023-099		4961
	001-3580-519.63-07	49,977			
	001-3580-519.63-07	392,174			
	001-3580-519.63-07	821,000			
24 Budget Amendments/Transfers			Division 3580 Total	$3,430,590	
402 Total Budget Amendments/Transfers			**GENERAL FUND**	**$14,498,093**	
3240 - HOUSING GRANTS					
11/29/22	103-3240-554.83-09	6,631	PO # 76938-Salvation Army PO BUDGET ROLL		733
	103-3240-554.83-09	4,341	PO # 76939-Central Brevar PO BUDGET ROLL		733
	103-3240-554.83-11	21,600	PO # 79296-Community Serv PO BUDGET ROLL		733
	103-3240-554.83-11	42,080	PO # 79303-Community Serv PO BUDGET ROLL		733
	103-3240-554.83-11	35,854	PO # 79304-Family Promise PO BUDGET ROLL		733
12/13/22	103-3240-554.83-13	3,500	REHAB @ 1113 ABINGTON WAY RESO # 2022-127		937
03/14/23	103-3240-554.83-13	3,422	CDBG CASH CARRYFORWARD RESO # 2023-027		2262
	103-3240-554.83-09	7,280			
	103-3240-554.83-11	9,395			
07/31/23	103-3240-554.51-00	(490)	HOUSING CONFERENCE JULY CLEANUP		4334
	103-3240-554.55-00	490			
8 Budget Amendments/Transfers			Division 3240 Total	$134,103	
8 Total Budget Amendments/Transfers			**CDBG**	**$134,103**	
3240 - HOUSING GRANTS					
11/29/22	104-3240-554.83-23	226,680	PO # 79508-Community Hous PO BUDGET ROLL		733
	104-3240-554.83-22	86,492	PO # 79523-Community Hous PO BUDGET ROLL		733
2 Budget Amendments/Transfers			Division 3240 Total	$313,172	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$313,172**	
3240 - HOUSING GRANTS					
11/29/22	105-3240-554.83-00	450	PO # 79811-Algat Enterpri PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 3240 Total	$450	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$450**	
3200 - ADMINISTRATION					
11/29/22	107-3200-515.56-15	12,461	PO # 79569-Empire Consult PO BUDGET ROLL		733
02/23/23	107-3200-524.34-00	(13,000)	FND 3 TOUGHBOOKS FOR INSP JANUARY CLEANUP		1973
	107-3200-524.56-15	13,000			
03/14/23	107-3200-515.56-15	(12,461)	ACTIVITY CODE CORR RESO # 2023-022		2258
	107-3200-524.56-15	12,461			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	107-3200-524.54-00	(240)	FND MONITOR THINCLT UPGR FEBRUARY CLEANUP	2234
	107-3200-524.56-15	240		
	107-3200-524.54-00	(58)	FND NEG ACCT BAL FEBRUARY CLEANUP	2234
	107-3200-524.49-00	3		
	107-3200-524.52-00	55		
04/19/23	107-3200-524.47-00	(475)	FND NEG ACCT BAL MARCH CLEANUP	2796
	107-3200-524.54-00	(346)		
	107-3200-524.49-00	119		
	107-3200-524.56-15	327		
	107-3200-524.52-00	375		
05/02/23	107-3200-524.34-00	(3,720)	FND UNEXPECTED EXP APRIL CLEANUP	2962
	107-3200-524.49-00	120		
	107-3200-524.52-00	600		
	107-3200-524.41-00	3,000		
05/31/23	107-3200-524.56-15	(5,900)	LEASE BLDG OFFICE TRUCK MAY CLEANUP	3586
	107-3200-524.44-00	5,900		
06/27/23	107-3200-524.12-12	269	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	107-3200-524.12-00	(275)	ACCRUAL PAYOUTS & OT JUNE CLEANUP	3865
	107-3200-524.46-03	(221)	NEGATIVE BALANCE JUNE CLEANUP	3865
	107-3200-524.51-00	221		
	107-3200-524.14-00	6	OVERTIME JUNE CLEANUP	3865
07/31/23	107-3200-524.12-00	(256)	INSURANCE JULY CLEANUP	4334
	107-3200-524.23-00	256		
08/31/23	107-3200-524.12-00	(4,370)	ADD. FND RET. CONT. AUGUST CLEANUP	4868
	107-3200-524.23-04	(1,310)		
	107-3200-524.22-00	5,680		
	107-3200-524.23-04	(3,998)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	107-3200-524.12-12	3,998		
	107-3200-524.12-00	(6,630)	DROP WAGES AUGUST CLEANUP	4868
	107-3200-524.13-00	6,630		
16 Budget Amendments/Transfers			Division 3200 Total	$12,461
16 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$12,461**
3240 - HOUSING GRANTS				
04/19/23	108-3240-517.71-00	(26,000)	FND SEC 108 LOAN INTEREST INTEREST HAS INCREASED	2795
	108-3240-517.72-00	26,000		
1 Budget Amendments/Transfers			Division 3240 Total	$0
1 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$0**

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
3230 - CRA ADMIN/OPERATIONS				
10/03/22	110-3230-559.39-00	(1,912)	CVP STAMPED DESIGN RESO # 22-585	18
	110-3230-559.46-00	1,912		
11/01/22	110-3230-559.63-00	(2,350,000)	ASSIGN PROJECT BUDGET	562
	110-3230-559.63-00	1,500,000	ASSIGN PROJECT BUDGET LEE WENNER PARK PARKING	562
	110-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET LIGHTING CAMERAS	562
	110-3230-559.63-00	750,000	ASSIGN PROJECT BUDGET VILLAGE PARKING	562
	110-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET VILLAGE WAYFINDING & SIGN	562
11/29/22	110-3230-559.39-00	(366,588)	ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	(366,588)	ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(142,851)		
	110-3230-559.39-00	142,851		779
	110-3230-559.39-00	366,588		
	110-3230-559.56-15	12,292	CAMERAS AT JOE LEE SMITH` CAPITAL PROJ BUDGET ROLL	722
	110-3230-559.39-00	1,912	CVP STAMPED DESIGN ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	1,912	CVP STAMPED DESIGN ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(1,912)		779
	110-3230-559.39-00	364,676	LEE WENNER PARK ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	364,676	LEE WENNER PARK ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(364,676)		779
	110-3230-559.39-00	12,851	PAINT & BEAU GRANT & CAMP ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(12,851)		779
	110-3230-559.39-00	100,000	PARK IMPROVEMENTS ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(100,000)		779
	110-3230-559.63-00	917	PO # 76293-Infrastructure PO BUDGET ROLL	733
	110-3230-559.63-00	18,625	PO # 77934-ISS PO BUDGET ROLL	733
	110-3230-559.46-00	17,670	PO # 79631-Fausnight Stri PO BUDGET ROLL	733
	110-3230-559.52-00	17,630	PO # 79871-Victor Stanley PO BUDGET ROLL	733
	110-3230-559.83-00	5,129	PO # 79892-Von Bobinski PO BUDGET ROLL	733
	110-3230-559.39-00	30,000	WOMEN'S VETERANS VILLAGE ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(30,000)		779
01/09/23	110-3230-559.56-15	(12,292)	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA	1290
03/06/23	110-3230-559.56-15	20,000	CITY HALL PARKING CAMERAS RESO # 2023-155	2174
	110-3230-559.39-00	(1,750)	PURCHASE AD FOR RFP-HOTEL RESO # 2023-178	2176
	110-3230-559.49-00	1,750		
05/01/23	110-3230-559.39-00	(51,273)	REDUCTION OF FINAL REV RESO # 23-240	2957
06/05/23	110-3230-559.39-00	(7,000)	CAMERA FOR CITY H PARKING 2023-338	4775

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/05/23	110-3230-559.56-15	7,000	CAMERA FOR CITY H PARKING 2023-338		4775
07/11/23	110-3230-559.40-00	(2,987)	RETIREMENT PAYOUT 2023-384		4774
	110-3230-559.46-00	(2,388)			
	110-3230-559.41-00	300			
	110-3230-559.12-12	688			
	110-3230-559.22-00	4,387			
33	Budget Amendments/Transfers		Division 3230 Total	$28,698	
	33 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$28,698**	
3230 - CRA ADMIN/OPERATIONS					
11/01/22	111-3230-559.63-00	(100,000)	ASSIGN PROJECT BUDGET		562
	111-3230-559.64-00	(50,000)			
	111-3230-559.64-00	50,000	ASSIGN PROJECT BUDGET BUS STOP SHELTERS		562
	111-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET DS STAMPED PAVEMENT		562
	111-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET GILMORE PARK REDEVELOP		562
11/29/22	111-3230-559.39-00	(142,851)	ASSIGN CONT PROJ BUDGET		781
	111-3230-559.39-00	12,851	PAINT & BEAU GRANT & CAMP ASSIGN CONT PROJ BUDGET		781
	111-3230-559.39-00	100,000	PARK IMPROVEMENTS ASSIGN CONT PROJ BUDGET		781
	111-3230-559.31-01	143	PO # 78621-Josph Colombo PO BUDGET ROLL		733
	111-3230-559.83-00	500	PO # 79802-Stevenson Land PO BUDGET ROLL		733
	111-3230-559.39-00	30,000	WOMENS VETERAN VILLAGE ASSIGN CONT PROJ BUDGET		781
12/19/22	111-3230-559.39-00	(10,000)	ANR CONTRACT INCREASE RESO # 22-608		1032
	111-3230-559.34-00	10,000			
	111-3230-559.39-00	(206)	FND FINAL INVOICE COLUMBO RESO # 23-703		1173
	111-3230-559.31-01	206			
01/09/23	111-3230-559.56-15	12,292	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
04/17/23	111-3230-559.39-00	(9,692)	TIF REVENUE REDUCED RESO # 2023-241		2794
06/19/23	111-3230-559.40-00	(702)	INC INSR COST &ACR PAYOUT 2023-369		4773
	111-3230-559.42-00	(35)			
	111-3230-559.45-00	278			
	111-3230-559.12-12	459			
09/22/23	111-3230-559.34-00	(1,177)	CRA PAYROLL ADJUSTMENTS RESOLUTION #: 23-574		5111
	111-3230-559.23-08	6			
	111-3230-559.23-07	18			
	111-3230-559.23-04	333			
	111-3230-559.22-00	390			
	111-3230-559.12-00	430			
16	Budget Amendments/Transfers		Division 3230 Total	$3,243	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
16 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$3,243**	
3520 - PARKS & BEAUTIFICATION					
02/28/23	120-3520-572.31-11	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017		2033
1 Budget Amendments/Transfers			Division 3520 Total	$15,000	
1 Total Budget Amendments/Transfers			**ARBOR MITIGATION FUND**	**$15,000**	
1203 - INFORMATION TECHNOLOGY					
11/29/22	130-1203-516.64-15	121,000	FIBER OPTIC RING CAPITAL PROJ BUDGET ROLL		722
	130-1203-516.64-15	283,265	IT SERVER UPGRADE CAPITAL PROJ BUDGET ROLL		722
02/14/23	130-1203-516.64-15	(34,807)	FUND FIBER RING RESO #2023-013		1855
	130-1203-516.63-00	34,807			
	130-1203-516.64-15	(121,000)	FUND FIBER RING IN INFRAS RESO #2023-013		1855
	130-1203-516.63-00	121,000			
	130-1203-516.64-15	(43,813)	FUND SERVER HOST RESO #2023-013		1855
	130-1203-516.64-15	43,813			
03/14/23	130-1203-516.64-15	121,000	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-1203-516.64-15	283,265			
	130-1203-516.64-15	(283,265)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-1203-516.64-15	(121,000)			
05/23/23	130-1203-516.64-15	1	SLFRF REVENUE ROUNDING AD RESO # 2023-044		3404
07/11/23	130-1203-516.64-15	31,825	CRITICAL IT INFST 2023-072		3998
08/08/23	130-1203-516.63-00	(18,277)	CRITICAL IT INFST 2023-085		4417
	130-1203-516.64-15	53,277			
08/31/23	130-1203-516.64-15	(18,450)	CORRECT PROJ. NUM. AUGUST CLEANUP		4868
	130-1203-516.64-15	18,450			
11 Budget Amendments/Transfers			Division 1203 Total	$471,091	
1600 - GENERAL OPERATIONS					
11/29/22	130-1600-513.56-15	40,000	DIGITIZE RECORDS CAPITAL PROJ BUDGET ROLL		722
	130-1600-513.56-15	90,000	LAPTOPS CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-1600-513.56-15	40,000	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-1600-513.56-15	90,000			
	130-1600-513.56-15	(90,000)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-1600-513.56-15	(40,000)			
07/11/23	130-1600-513.56-15	(31,825)	CRITICAL IT INFST 2023-072		3998
08/08/23	130-1600-513.56-15	(35,000)	CRITICAL IT INFST 2023-085		4417
08/11/23	130-1600-513.39-00	(94,127)	ARPA TRUE-UP CORR BAF 22-031-A		4564
	130-1600-513.39-00	94,127			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/11/23	130-1600-513.39-00	(98,253)	ARPA TRUE-UP CORR BAF 22-092-A		4564
	130-1600-513.39-00	98,253			
	130-1600-513.39-00	3	ARPA TRUE-UP CORR PROJ ROLL 23-054-A		4564
9	Budget Amendments/Transfers		Division 1600 Total	$63,178	
2100 - POLICE ADMIN/OPERATIONS					
11/29/22	130-2100-521.64-00	84,155	PO # 79763-Alan Jay Chevr PO BUDGET ROLL		733
	130-2100-521.64-00	4,224	POLICE VEHICLES STRIPING CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-2100-521.64-00	4,224	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-2100-521.64-00	84,155			
	130-2100-521.64-00	(84,155)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-2100-521.64-00	(4,224)			
08/22/23	130-2100-521.64-00	456,008	8-2023 FORD EXPLORERS 2023-092		4617
5	Budget Amendments/Transfers		Division 2100 Total	$544,387	
2201 - FIRE OPERATIONS					
11/29/22	130-2201-522.64-00	246,184	FIRE TRAINING TRAILER CAPITAL PROJ BUDGET ROLL		722
	130-2201-522.64-00	634,500	PO # 78900-Sutphen Corp PO BUDGET ROLL		733
	130-2201-522.64-00	98,253	PO # 79721-Stryker Medica PO BUDGET ROLL		733
03/14/23	130-2201-522.64-00	98,253	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-2201-522.64-00	246,184			
	130-2201-522.64-00	634,500			
	130-2201-522.64-00	(634,500)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-2201-522.64-00	(246,184)			
	130-2201-522.64-00	(98,253)			
08/24/23	130-2201-522.64-00	62,705	FND FIRE BUSH TRUCK		4867
6	Budget Amendments/Transfers		Division 2201 Total	$1,041,642	
3230 - CRA ADMIN/OPERATIONS					
11/29/22	130-3230-559.83-03	50,000	SUMMER CAMP CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-3230-559.83-03	50,000	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3230-559.83-03	(50,000)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
3	Budget Amendments/Transfers		Division 3230 Total	$50,000	
3510 - STREET MANAGEMENT					
08/24/23	130-3510-541.64-00	73,018	FND PW TRUCK		4867
1	Budget Amendments/Transfers		Division 3510 Total	$73,018	
3520 - PARKS & BEAUTIFICATION					
08/24/23	130-3520-572.64-00	55,925	FND PW VAN		4867
1	Budget Amendments/Transfers		Division 3520 Total	$55,925	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3560 - FACILITY MANAGEMENT					
08/24/23	130-3560-519.64-00	83,980	FND PD COND. UNIT		4867
1	Budget Amendments/Transfers		Division 3560 Total	$83,980	
3570 - STORMWATER UTILITY					
11/29/22	130-3570-538.64-00	172,532	PO # 79816-Nextran of Orl PO BUDGET ROLL		733
03/14/23	130-3570-538.64-00	172,532	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3570-538.64-00	(172,532)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
3	Budget Amendments/Transfers		Division 3570 Total	$172,532	
3580 - CAPITAL PROJECTS MNGMT					
11/29/22	130-3580-572.63-00	731,636	PARKS COST OVERRUN CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-3580-572.63-00	731,639	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3580-572.63-00	(731,636)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
08/11/23	130-3580-572.63-00	(3)	ARPA TRUE-UP CORR PROJ ROLL 23-054-A		4564
08/22/23	130-3580-572.63-00	(456,008)	8-2023 FORD EXPLORERS 2023-092		4617
08/24/23	130-3580-572.63-00	(275,628)	REALL SLFRF PARK OVERRUNS		4867
6	Budget Amendments/Transfers		Division 3580 Total	$0	
46	Total Budget Amendments/Transfers		**AMERICAN RESCUE PLAN FUND**	**$2,555,753**	
2100 - POLICE ADMIN/OPERATIONS					
01/10/23	142-2100-521.55-00	4,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360
	142-2100-521.40-00	6,000			
1	Budget Amendments/Transfers		Division 2100 Total	$10,000	
1	Total Budget Amendments/Transfers		**POLICE SPECIAL EDUCATION**	**$10,000**	
1600 - GENERAL OPERATIONS					
01/10/23	201-1600-517.71-03	(135,000)	FND FINAL PR & INT 2014S RESO # 2023-002		1362
	201-1600-517.72-03	(1,283)			
	201-1600-517.72-04	1,283			
	201-1600-517.72-04	4,000			
	201-1600-517.71-04	90,000			
	201-1600-517.71-04	135,000			
1	Budget Amendments/Transfers		Division 1600 Total	$94,000	
1	Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$94,000**	
3570 - STORMWATER UTILITY					
11/29/22	303-3570-538.63-08	1,302,865	FEMA - FISKE & BROADMOOR CAPITAL PROJ BUDGET ROLL		722
	303-3570-538.63-01	2,319,585			
	303-3570-538.63-08	197,136	PO # 79493-Tierra PO BUDGET ROLL		733
03/14/23	303-3570-538.63-08	1,302,865	CAPITAL PROJ BUDGET RESO # 2023-027		2262

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	303-3570-538.63-01	2,319,585	CAPITAL PROJ BUDGET RESO # 2023-027	2262
	303-3570-538.63-08	197,135	PO # 79493-TIERRA RESO # 2023-027	2262
	303-3570-538.63-01	(2,319,585)	REV AFB CAPITAL ROLL RESO # 2023-027	2262
	303-3570-538.63-08	(1,302,865)		
	303-3570-538.63-08	(197,136)	REV PO #79493 RESO # 2023-027	2262
08/08/23	303-3570-538.63-01	2,057,024	Add'l Fiske Blvd Grant 2023-086	4418
	303-3570-538.63-08	(840,437)	Fiske Blvd Grant 2023-086	4418
	303-3570-581.91-01	840,437		
8 Budget Amendments/Transfers			Division 3570 Total	$5,876,609
8 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$5,876,609**
1506 - INVENTORY				
11/01/22	421-1506-536.64-00	(8,000)	ASSIGN PROJECT BUDGET	562
	421-1506-536.64-00	8,000	ASSIGN PROJECT BUDGET LARGE WAREHOUSE FAN	562
05/31/23	421-1506-536.12-00	(50)	OVERTIME MAY CLEANUP	3586
	421-1506-536.14-00	50		
	421-1506-536.46-00	(1,892)	WAREHOUSE FAN MAY CLEANUP	3586
	421-1506-536.64-00	1,892		
06/27/23	421-1506-536.12-00	(2,256)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	421-1506-536.12-12	2,256		
07/31/23	421-1506-536.12-00	(120)	SHOE ALLOWANCE JULY CLEANUP	4334
	421-1506-536.20-00	120		
6 Budget Amendments/Transfers			Division 1506 Total	$0
1515 - UTILITY SUPPORT SERVICES				
11/01/22	421-1515-536.64-00	(106,480)	ASSIGN PROJECT BUDGET	562
	421-1515-536.64-00	106,480	ASSIGN PROJECT BUDGET 4 VEHICLE REPLACEMENTS	562
11/29/22	421-1515-536.55-00	1,704	PO # 78965-Ferguson Enter PO BUDGET ROLL	733
	421-1515-536.56-15	51,803		
	421-1515-536.64-00	23,229	PO # 79233-Alan Jay Chevr PO BUDGET ROLL	733
	421-1515-536.64-00	10,223	PO # 79793-Doug Wilson En PO BUDGET ROLL	733
	421-1515-536.34-00	5,460	PO # 79893-Superion LLC PO BUDGET ROLL	733
	421-1515-536.64-00	24,182	TOTAL LOSS CAPITAL ASSET CAPITAL PROJ BUDGET ROLL	722
03/14/23	421-1515-536.34-00	(3,014)	FND 3 MAVERICK TRUCKS FEBRUARY CLEANUP	2234
	421-1515-536.52-00	(3,000)		
	421-1515-536.56-15	(2,748)		
	421-1515-536.40-00	(2,000)		
	421-1515-536.55-00	(600)		
	421-1515-536.64-00	11,362		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	421-1515-536.64-00	(24,182)	UPDATE PROJECT NUMBER RESO # 2023-022	2258
	421-1515-536.64-00	24,182		
06/27/23	421-1515-536.12-00	(3,447)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	421-1515-536.12-12	3,447		
07/31/23	421-1515-536.12-00	(28)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-1515-536.12-12	28		
	421-1515-536.56-15	(9,800)	NEPTUNE CONF/VEH REPAIRS JULY CLEANUP	4334
	421-1515-536.55-00	800	NEPTUNE CONFERENCE JULY CLEANUP	4334
	421-1515-536.40-00	1,000		
	421-1515-536.46-03	8,000	VEHICLE REPAIRS JULY CLEANUP	4334
14	Budget Amendments/Transfers		Division 1515 Total $116,601	
4010 - WATER ADMINISTRATION				
10/11/22	421-4010-536.39-00	(50,914)	ADDTL PERMIT RENEWAL RESO # 2022-101	110
	421-4010-536.39-00	(429,872)	ER-RAW WTR PIPES @ WEWA RESO # 2022-108	113
10/25/22	421-4010-536.39-00	(66,004)	EM REPAIRS @ WELL FIELD RESO # 2022-118	270
11/01/22	421-4010-536.34-00	(3,798)	FND ICE MAKER FOR LAB OCTOBER CLEANUP	560
	421-4010-536.52-00	3,798		
11/29/22	421-4010-536.56-15	3,000,000	ERP CAPITAL PROJ BUDGET ROLL	722
	421-4010-536.31-00	4,098	PO # 77360-De La Parte PO BUDGET ROLL	733
	421-4010-536.31-00	27,006	PO # 77494-Kirwin Norris PO BUDGET ROLL	733
	421-4010-536.31-00	35,200	PO # 77972-WRA PO BUDGET ROLL	733
	421-4010-536.31-00	9,580	PO # 78058-WRA PO BUDGET ROLL	733
	421-4010-536.31-00	31,400	PO # 78120-De La Parte PO BUDGET ROLL	733
	421-4010-536.31-00	15,270	PO # 78424-Stantec PO BUDGET ROLL	733
	421-4010-536.34-00	19,744	PO # 78638-Pace analytica PO BUDGET ROLL	733
	421-4010-536.49-09	120	PO # 78779-Brevard County PO BUDGET ROLL	733
	421-4010-536.56-15	2,622	PO # 78850-Samsara PO BUDGET ROLL	733
	421-4010-536.52-00	555	PO # 78857-Environemntal PO BUDGET ROLL	733
	421-4010-536.49-00	1,440	PO # 79511-Superion LLC PO BUDGET ROLL	733
	421-4010-536.31-00	1,402	PO # 79828-Integrity Publ PO BUDGET ROLL	733
12/13/22	421-4010-581.91-24	239,967	CHLORINE TANK REPLACE RESO # 2022-132	938
12/21/22	421-4010-536.31-00	(1,000)	FUND LAB MATERIALS NOVEMBER CLEANUP	1063
	421-4010-536.52-00	1,000		
01/10/23	421-4010-581.91-25	3,829	15 DAY INT 2020S FY23 RESO # 2023-001	1357
01/19/23	421-4010-581.91-25	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ	1457
02/14/23	421-4010-581.91-24	37,998	IFT FROM 421 TO 424 RESO # 2023-011	1854
04/25/23	421-4010-581.91-24	2,829,818	MERGE IRP PROJECTS RESO # 2023-037	2885

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/02/23	421-4010-536.31-00	(3,000)	FND CLERK OF COURT FEES APRIL CLEANUP		2962
	421-4010-536.49-09	3,000			
05/26/23	421-4010-581.91-24	525,000	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
05/31/23	421-4010-536.31-00	(7,500)	CITIZENSERVE SOFTWARE MAY CLEANUP		3586
	421-4010-536.56-15	7,500			
06/27/23	421-4010-536.31-01	(6,000)	NEGATIVE BALANCE JUNE CLEANUP		3865
	421-4010-536.31-01	(400)			
	421-4010-536.47-00	400			
	421-4010-536.52-00	6,000			
07/11/23	421-4010-536.39-00	(54,550)	FLEET SOFTWARE 2023-074		4004
	421-4010-581.91-01	54,550			4209
07/31/23	421-4010-536.55-00	(1,050)	LAB SUPPLIES JULY CLEANUP		4334
	421-4010-536.52-00	1,050			
08/08/23	421-4010-536.39-00	(383,914)	Add'l Fiske Blvd Grant 2023-086		4418
	421-4010-581.91-24	383,914			
	421-4010-581.91-01	7,818	Fleet Vehicle Wash System 2023-084		4416
09/12/23	421-4010-536.39-00	(7,361)	CO FDOT PROJECT RESOLUTION #: 2023-098		4962
	421-4010-581.91-24	60,000	CONNECT CONSUL. WELLS RESOLUTION #: 2023-097		4958
09/28/23	421-4010-536.39-00	(11,053)	CORRECT SELF INS FND REV RESOLUTION #: 2023-109		5191
	421-4010-536.49-00	11,053			
	421-4010-536.49-00	79,968			
35	Budget Amendments/Transfers			Division 4010 Total $6,380,646	
4011 - EMERGENCY/DISASTER SVS					
10/11/22	421-4011-525.46-00	429,872	ER-RAW WTR PIPES @ WEWA RESO # 2022-108		113
10/25/22	421-4011-525.46-00	66,004	EM REPAIRS @ WELL FIELD RESO # 2022-118		270
04/25/23	421-4011-525.23-00	89	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	421-4011-525.42-00	375			
	421-4011-525.24-00	1,167			
	421-4011-525.21-00	3,540			
	421-4011-525.22-00	5,551			
	421-4011-525.49-00	8,150			
	421-4011-525.49-00	8,400			
	421-4011-525.46-00	15,293			
	421-4011-525.12-00	42,163			
3	Budget Amendments/Transfers			Division 4011 Total $580,604	
4020 - DYAL PLANT					
11/01/22	421-4020-536.52-09	(4,946,149)	ASSIGN PROJECT BUDGET		562

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/01/22	421-4020-536.64-00	(326,755)	ASSIGN PROJECT BUDGET	562
	421-4020-536.64-15	(50,000)		
	421-4020-536.64-00	98,186	ASSIGN PROJECT BUDGET 3 DUST COLLECTOR REPLACE	562
	421-4020-536.52-09	188,455	ASSIGN PROJECT BUDGET AMMONIUM SULFATE	562
	421-4020-536.52-09	15,315	ASSIGN PROJECT BUDGET AMMONIUM SULFATE BOOSTER	562
	421-4020-536.52-09	302,078	ASSIGN PROJECT BUDGET CALFLO	562
	421-4020-536.52-09	292,234	ASSIGN PROJECT BUDGET CARBON DIOXIDE	562
	421-4020-536.52-09	447,000	ASSIGN PROJECT BUDGET FERRIC SULFATE	562
	421-4020-536.52-09	15,000	ASSIGN PROJECT BUDGET GRANULAR CHLORINE	562
	421-4020-536.52-09	32,496	ASSIGN PROJECT BUDGET HYDROFLUSILICIC ACID	562
	421-4020-536.52-09	82,000	ASSIGN PROJECT BUDGET LIQUID OXYGEN	562
	421-4020-536.52-09	49,000	ASSIGN PROJECT BUDGET LT27 SLUDGE POLYMER	562
	421-4020-536.52-09	1,872,962	ASSIGN PROJECT BUDGET QUICK LIME PEBBLE	562
	421-4020-536.52-09	20,592	ASSIGN PROJECT BUDGET SALT	562
	421-4020-536.64-00	83,569	ASSIGN PROJECT BUDGET SKID STEER LOADER	562
	421-4020-536.52-09	812,866	ASSIGN PROJECT BUDGET SODA ASH	562
	421-4020-536.52-09	75,600	ASSIGN PROJECT BUDGET SODIUM HYPOCHLORITE	562
	421-4020-536.52-09	498,225		
	421-4020-536.52-09	30,000	ASSIGN PROJECT BUDGET SUPER FLOC 1986N	562
	421-4020-536.64-00	50,000	ASSIGN PROJECT BUDGET TAYLOR CREEK ROOF REPLACE	562
	421-4020-536.64-15	50,000	ASSIGN PROJECT BUDGET UPS REPLACEMENT	562
	421-4020-536.64-00	95,000	ASSIGN PROJECT BUDGET WEWAH ROOF REPLACE	562
	421-4020-536.52-09	212,326	ASSIGN PROJECT BUDGET WISPROFLOC & STARCH	562
11/29/22	421-4020-536.64-00	54,723	ACTUATOR REPLACEMENT CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.43-00	(433,680)	DUKE GENERATOR LEASE GASB 87 COMPLIANCE	685
	421-4020-536.44-21	433,680		
	421-4020-536.64-00	26,071	FORD ESCAPE FY22 BUDGET CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.63-00	410,000	PLC UPGRADE BELT FILTER CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.34-00	1,900	PO # 77416-Bio-Tech Consu PO BUDGET ROLL	733
	421-4020-536.31-03	15,739	PO # 77434-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.52-09	12,508	PO # 78605-Tropichem Ente PO BUDGET ROLL	733
	421-4020-536.31-03	4	PO # 78697-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.46-00	51,258	PO # 78729-Connect Consul PO BUDGET ROLL	733
	421-4020-536.46-00	4,740	PO # 78807-Goodson Paving PO BUDGET ROLL	733
	421-4020-536.34-00	60,940	PO # 78827-J&M Materials PO BUDGET ROLL	733
	421-4020-536.41-00	2,900	PO # 78908-Altaworx PO BUDGET ROLL	733
	421-4020-536.46-00	6,096	PO # 79056-Guardian Equip PO BUDGET ROLL	733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4020-536.64-00	45,228	PO # 79066-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.64-00	75,646	PO # 79069-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.64-00	44,176	PO # 79153-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.46-00	27,180	PO # 79219-Sealing Resour PO BUDGET ROLL	733
	421-4020-536.46-00	1,241	PO # 79300-Sealing Resour PO BUDGET ROLL	733
	421-4020-536.34-00	29,003	PO # 79344-Ring Power Cor PO BUDGET ROLL	733
	421-4020-536.46-00	3,861	PO # 79449-Stewarts Elect PO BUDGET ROLL	733
	421-4020-536.64-00	77,048	PO # 79468-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.31-00	23,300	PO # 79506-Xylem Ozone Co PO BUDGET ROLL	733
	421-4020-536.46-00	2,180	PO # 79558-Sealing Recour PO BUDGET ROLL	733
	421-4020-536.46-00	10,900	PO # 79624-Universal Cont PO BUDGET ROLL	733
	421-4020-536.46-00	2,225	PO # 79668-Fluid Control PO BUDGET ROLL	733
	421-4020-536.46-00	12,125	PO # 79690-Hayes Pipe Sup PO BUDGET ROLL	733
	421-4020-536.31-03	7,107	PO # 79774-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.31-03	31,577	PO # 79792-Elevated Tank PO BUDGET ROLL	733
	421-4020-536.52-00	5,256	PO # 79822-USA Bluebook PO BUDGET ROLL	733
	421-4020-536.46-00	7,200	PO # 79825-JSR Enterprise PO BUDGET ROLL	733
	421-4020-536.46-00	13,783	PO # 79842-USA Bluebook PO BUDGET ROLL	733
	421-4020-536.64-00	39,311	PO # 79933-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.63-00	144,810	REPLACE DRAINAGE CULVERTS CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-15	170,000	SCADA SERVER WTP CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-15	5,000	TOUGHBOOK FOR SM FY22 ROL CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-00	5,657	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
12/13/22	421-4020-536.63-00	(239,967)	CHLORINE TANK REPLACE RESO # 2022-132	938
03/14/23	421-4020-536.63-00	(144,810)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	421-4020-536.64-00	(5,657)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
04/19/23	421-4020-536.46-02	(35,000)	FND RENATALS-LIFT/POND CL MARCH CLEANUP	2796
	421-4020-536.44-00	35,000		
	421-4020-536.64-00	24,593	PRJ TRX - NEW WELDER MARCH CLEANUP	2796
	421-4020-536.64-00	(24,593)	PRJ TRX - SKID STEER LDR MARCH CLEANUP	2796
05/02/23	421-4020-536.34-00	(14,610)	FND REXA ACTUATOR INCR APRIL CLEANUP	2962
	421-4020-536.64-00	14,610		
	421-4020-536.46-02	(2,500)	FND SURVEYOR EXP APRIL CLEANUP	2962
	421-4020-536.31-00	2,500		
05/25/23	421-4020-536.46-00	(97,400)	FND 5 ABB VFD UNITS RESO # 2023-049	3296
	421-4020-536.64-00	97,400		
05/31/23	421-4020-536.46-02	(8,500)	FDEP OPERATING FEE/CDL CE MAY CLEANUP	3586

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/31/23	421-4020-536.49-00	8,500	FDEP OPERATING FEE/CDL CE MAY CLEANUP	3586
06/27/23	421-4020-536.12-00	(12,879)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	421-4020-536.12-12	12,879		
	421-4020-536.56-15	(16,000)	VEHICLE REPAIRS JUNE CLEANUP	3865
	421-4020-536.46-03	16,000		
07/14/23	421-4020-536.34-00	(85,520)	JACOBS TO PO#80061 2023-062	3995
	421-4020-536.31-03	85,520		
07/25/23	421-4020-536.52-09	(102,000)	CRITICAL INFST 2023-081	4207
	421-4020-536.46-00	(95,952)		
	421-4020-536.64-15	197,952		
07/31/23	421-4020-536.12-00	(7,661)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4020-536.12-12	7,661		
	421-4020-536.34-00	(60,390)	DUKE ENERGY RATE INCREASE JULY CLEANUP	4334
	421-4020-536.43-00	60,390		
	421-4020-536.53-00	(1,000)	JANITORIAL SUPPLIES JULY CLEANUP	4334
	421-4020-536.52-07	1,000		
	421-4020-536.12-00	(5,281)	SETTLEMENT JULY CLEANUP	4334
	421-4020-536.15-00	5,131		
	421-4020-536.15-00	150	SPECIAL PAY JULY CLEANUP	4334
08/31/23	421-4020-536.12-00	(6,172)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	421-4020-536.12-12	6,172		
	421-4020-536.12-00	(5,131)	SETTLEMENT WAGES AUGUST CLEANUP	4868
	421-4020-536.12-15	5,131		
09/12/23	421-4020-536.52-09	(60,000)	CONNECT CONSUL. WELLS RESOLUTION #: 2023-097	4958
	421-4020-536.34-00	(220,000)	DUKE RATE INCREASE RESOLUTION #: 2023-095	4959
	421-4020-536.52-09	(120,000)		
	421-4020-536.43-00	340,000		
80	Budget Amendments/Transfers		Division 4020 Total	$980,259
4025 - WATER FIELD OPERATIONS				
11/01/22	421-4025-536.64-00	(160,615)	ASSIGN PROJECT BUDGET	562
	421-4025-536.64-00	91,200	ASSIGN PROJECT BUDGET F450 DUMP TRUCK REPLACE	562
	421-4025-536.64-00	69,415	ASSIGN PROJECT BUDGET WFO AC REPLACEMENT	562
11/29/22	421-4025-536.64-00	61,918	2 TRAILER REPLACEMENTS CAPITAL PROJ BUDGET ROLL	722
	421-4025-536.46-00	1,260	PO # 78980-Core & Main LP PO BUDGET ROLL	733
	421-4025-536.31-03	(2,126)	PO # 79012-Jacobs Enginee PO BUDGET ROLL	733
	421-4025-536.31-03	21,429		
	421-4025-536.46-00	77,040	PO # 79041-Ace Flow Contr PO BUDGET ROLL	733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4025-536.64-00	52,646	PO # 79091-Alan Jay Chevr PO BUDGET ROLL	733
	421-4025-536.64-00	53,529	PO # 79251-Alan Jay Chevr PO BUDGET ROLL	733
	421-4025-536.46-00	77,872	PO # 79412-Goodson Paving PO BUDGET ROLL	733
	421-4025-536.64-00	42,366	PO # 79434-Alta Construct PO BUDGET ROLL	733
	421-4025-536.46-00	28,925	PO # 79575-Goodson Paving PO BUDGET ROLL	733
	421-4025-536.46-00	26,471	PO # 79638-Ferguson Enter PO BUDGET ROLL	733
	421-4025-536.46-00	26,287	PO # 79701-Ferguson Enter PO BUDGET ROLL	733
	421-4025-536.46-00	9,540	PO # 79926-Ferguson Enter PO BUDGET ROLL	733
03/14/23	421-4025-536.46-00	(10,000)	FND CDL COST INCR FEBRUARY CLEANUP	2234
	421-4025-536.49-00	10,000		
07/31/23	421-4025-536.12-00	(9,340)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4025-536.12-12	9,340		
08/08/23	421-4025-536.52-30	(7,818)	Fleet Vehicle Wash System 2023-084	4416
08/31/23	421-4025-536.14-00	44,611	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
	421-4025-536.31-03	(6,000)	BACKFLOW TESTER TRAINING AUGUST CLEANUP	4868
	421-4025-536.55-00	6,000		
	421-4025-536.12-00	(44,611)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	421-4025-536.12-00	(384)		
	421-4025-536.12-12	384		
21	Budget Amendments/Transfers		Division 4025 Total $469,339	
4055 - ENGINEERING				
10/11/22	421-4055-536.31-03	50,914	ADDTL PERMIT RENEWAL RESO # 2022-101	110
11/01/22	421-4055-536.63-00	(1,554,000)	ASSIGN PROJECT BUDGET	562
	421-4055-536.63-00	1,554,000	ASSIGN PROJECT BUDGET LAKES @ COCOA GROVE UT RP	562
11/29/22	421-4055-536.63-00	83,490	CAPE CANAVERAL LINE REPL CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	1,505,688	COCOA GROVE UT EXT CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	372,815	ES1 WIDENING FDOT PINE-CI CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	23,310	FORCE MAIN RELOCATION CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	200,000	GRAVITY THICKENERS CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	210,573	INDUSTRIAL PK PUMP STATIO CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	59,647	OZONE IMPROVEMENTS CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	194,571	PINEDA SUBAQUAEOUS PIPE CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	420,316	PO # 71924-Brandes Design PO BUDGET ROLL	733
	421-4055-536.63-00	153,504	PO # 77555-Danus Utilitie PO BUDGET ROLL	733
	421-4055-536.63-00	3,412	PO # 78265-Carollo Engine PO BUDGET ROLL	733
	421-4055-536.63-00	12,780	PO # 78455-DRMP PO BUDGET ROLL	733
	421-4055-536.31-03	25	PO # 78602-Carollo Engine PO BUDGET ROLL	733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4055-536.63-00	2,017	PO # 78688-Jacobs Enginee PO BUDGET ROLL	733
	421-4055-536.31-03	38,745	PO # 78728-Jacobs Enginee PO BUDGET ROLL	733
	421-4055-536.63-00	2,017	VIERA PUMP STATION CAPITAL PROJ BUDGET ROLL	722
03/14/23	421-4055-536.63-00	(2,017)	PO ROLL CORR 78688 RESO # 2023-022	2258
	421-4055-536.63-00	(1,505,688)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
	421-4055-536.63-00	(372,815)		
	421-4055-536.63-00	(83,490)		
	421-4055-536.63-00	(2,017)		
	421-4055-536.63-00	1,508,190		
07/11/23	421-4055-536.63-00	220,276	TRUE UP SERIES 2018B BOND 2023-071	4007
07/31/23	421-4055-536.12-12	11,913	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4055-536.12-00	(11,963)	ACCRUAL PAYOUTS & OT JULY CLEANUP	4334
	421-4055-536.14-00	50	OVERTIME JULY CLEANUP	4334
08/31/23	421-4055-536.12-00	(398)	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
	421-4055-536.14-00	398		
	421-4055-536.55-00	(4,700)	CITIZENSERVE PERM PORTAL AUGUST CLEANUP	4868
	421-4055-536.56-15	4,700		
	421-4055-536.31-03	(10,050)	JACOBS PROJ. MANAGEMENT AUGUST CLEANUP	4868
	421-4055-536.31-03	10,050		
09/12/23	421-4055-536.63-00	7,361	CO FDOT PROJECT RESOLUTION #: 2023-098	4962
29	Budget Amendments/Transfers		Division 4055 Total	$3,103,624
4120 - SELLERS PLANT				
11/01/22	421-4120-536.64-00	(179,524)	ASSIGN PROJECT BUDGET	562
	421-4120-536.52-09	(142,755)		
	421-4120-536.62-00	(73,490)		
	421-4120-536.64-15	(10,000)		
	421-4120-536.64-00	5,834	ASSIGN PROJECT BUDGET ANALYTICAL BALANCE SCALE	562
	421-4120-536.64-15	10,000	ASSIGN PROJECT BUDGET ELECTRICIANS TOUGHBOOKS	562
	421-4120-536.62-00	73,490	ASSIGN PROJECT BUDGET MCC 7 & 8 ROOF REPLACE	562
	421-4120-536.64-00	163,225	ASSIGN PROJECT BUDGET OTTAWA & F150 TRUCK	562
	421-4120-536.52-09	25,461	ASSIGN PROJECT BUDGET POLYMER	562
	421-4120-536.64-00	10,465	ASSIGN PROJECT BUDGET REUSE PUMP #4	562
	421-4120-536.52-09	16,974	ASSIGN PROJECT BUDGET SODIUM BISULFITE	562
	421-4120-536.52-09	100,320	ASSIGN PROJECT BUDGET SODIUM HYPOCHLORITE	562
11/29/22	421-4120-536.63-00	525,001	BNR EFFICIENCY IMPROV CAPITAL PROJ BUDGET ROLL	722
	421-4120-536.63-00	45,243	PO # 71959-Brandes Design PO BUDGET ROLL	733
	421-4120-536.31-03	6,974	PO # 77551-Carollo PO BUDGET ROLL	733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4120-536.52-09	18,456	PO # 78562-Allied Univers PO BUDGET ROLL	733
	421-4120-536.56-15	109	PO # 78606-Carollo Engine PO BUDGET ROLL	733
	421-4120-536.31-03	21,410		
	421-4120-536.64-00	44,440	PO # 79136-Alan Jay Chevr PO BUDGET ROLL	733
	421-4120-536.31-03	154,830	PO # 79234-Carollo SCADA PO BUDGET ROLL	733
	421-4120-536.46-00	18,849	PO # 79253-Barney's Pumps PO BUDGET ROLL	733
	421-4120-536.46-00	1,495	PO # 79664-Instrument Spe PO BUDGET ROLL	733
	421-4120-536.52-00	1,875	PO # 79866-Rexell USA PO BUDGET ROLL	733
	421-4120-536.46-00	4,047	PO # 79870-Dittmer A/C PO BUDGET ROLL	733
	421-4120-536.44-00	220	PO # 79906-United Rental PO BUDGET ROLL	733
	421-4120-536.44-00	12,031	PO # 79916-Sims crane & E PO BUDGET ROLL	733
	421-4120-536.63-00	2,829,819	SELLERS FLOW IMPROVEMENT CAPITAL PROJ BUDGET ROLL	722
12/21/22	421-4120-536.62-00	(35,000)	MCC ROOF REP TO R&M NOVEMBER CLEANUP	1063
	421-4120-536.46-02	35,000		
01/19/23	421-4120-536.46-00	(28,000)	FND CRANE RENTAL DECEMBER CLEANUP	1462
	421-4120-536.44-00	28,000		
03/14/23	421-4120-536.31-03	(154,830)	ACCT CORRECTION RESO # 2023-022	2258
04/11/23	421-4120-536.46-00	61,890	INSURANCE CLAIM BUDGET RESO # 2023-033	2680
04/25/23	421-4120-536.63-00	(2,829,818)	MERGE IRP PROJECTS RESO # 2023-037	2885
05/26/23	421-4120-536.63-00	(525,000)	FND BNR PROJ BARDENPHO TK RESO # 2023-053	3305
06/27/23	421-4120-536.46-00	(20,000)	HVAC SELLERS ADMIN JUNE CLEANUP	3865
	421-4120-536.64-00	20,000		
	421-4120-536.64-15	(10,000)	YARD DOG VEHICLE SHRTFLL JUNE CLEANUP	3865
	421-4120-536.34-00	(8,000)		
	421-4120-536.64-00	18,000		
07/31/23	421-4120-536.12-00	(12,563)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4120-536.12-12	12,563		
	421-4120-536.55-00	(18,000)	R&M / OPERATING SHORTFALL JULY CLEANUP	4334
	421-4120-536.44-00	(16,000)		
	421-4120-536.46-02	(15,000)		
	421-4120-536.56-15	(10,000)		
	421-4120-536.41-00	1,000		
	421-4120-536.46-00	27,000		
	421-4120-536.52-00	31,000		
08/31/23	421-4120-536.14-00	39,229	ADD. FND. OVERTIME AUGUST CLEANUP	4868
	421-4120-536.12-00	(39,229)	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
35 Budget Amendments/Transfers			Division 4120 Total	$237,041

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4125 - SEWER FIELD OPERATIONS					
11/01/22	421-4125-536.64-15	(130,000)	ASSIGN PROJECT BUDGET		562
	421-4125-536.64-00	(69,546)			
	421-4125-536.64-15	130,000	ASSIGN PROJECT BUDGET 10 SCADA PANEL UPGRADES		562
	421-4125-536.64-00	42,296	ASSIGN PROJECT BUDGET NEW FORD F150		562
	421-4125-536.64-00	27,250	ASSIGN PROJECT BUDGET SL RAT STANDARD PACKAGE		562
11/29/22	421-4125-536.64-00	477,136	JETVAC FY22 ROLL CAPITAL PROJ BUDGET ROLL		722
	421-4125-536.46-00	901	PO # 79173-Current Electr PO BUDGET ROLL		733
	421-4125-536.31-03	310	PO # 79411-Carollo Engine PO BUDGET ROLL		733
	421-4125-536.64-15	125,206	PO # 79702-Lord & Company PO BUDGET ROLL		733
	421-4125-536.46-00	26,862	PO # 79936-Barney's Pump PO BUDGET ROLL		733
	421-4125-536.64-15	13,398	SCADA PANEL UPGRADES CAPITAL PROJ BUDGET ROLL		722
02/14/23	421-4125-536.46-00	(37,998)	FUND IFT TO 424 RESO # 2023-011		1854
03/14/23	421-4125-536.64-00	(477,136)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
	421-4125-536.64-15	(13,398)			
	421-4125-536.64-00	474,521			
04/19/23	421-4125-536.53-00	(3,232)	FND REPLACEMENT LAPTOP MARCH CLEANUP		2796
	421-4125-536.56-15	3,232			
05/02/23	421-4125-536.46-00	(4,800)	FND CDL TEST INCR APRIL CLEANUP		2962
	421-4125-536.49-00	4,800			
07/31/23	421-4125-536.12-00	(19,208)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	421-4125-536.12-12	19,208			
	421-4125-536.53-00	(1,219)	APPRENTICESHIP TRAINING JULY CLEANUP		4334
	421-4125-536.55-00	1,219			
	421-4125-536.12-00	(24,168)	OTHER SALARIES JULY CLEANUP		4334
	421-4125-536.13-00	24,168			
	421-4125-536.13-00	34,000			
	421-4125-536.14-00	34,000	OVERTIME JULY CLEANUP		4334
	421-4125-536.12-00	(68,000)	OVERTIME & OTHER SALARIES JULY CLEANUP		4334
	421-4125-536.40-00	(200)	UPS TO REDZONE ROBOTICS JULY CLEANUP		4334
	421-4125-536.42-00	200			
09/30/23	421-4125-536.23-04	(68,000)	ACCT. ADJ. BAF # 23-94-T		5263
	421-4125-536.12-00	68,000			
21 Budget Amendments/Transfers				Division 4125 Total	$589,802
244 Total Budget Amendments/Transfers			**WATER/SEWER FUND**		**$12,457,916**
4010 - WATER ADMINISTRATION					
12/21/22	422-4010-581.91-25	(1,963)	FND REDUCED INT PYMT 2018 BUDGETED TO MANY PYMNTS		1064

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
07/11/23	422-4010-536.49-23	24,000	SEWER IMPACT FEE REIM 2023-070	3939
2 Budget Amendments/Transfers			Division 4010 Total $22,037	
2 Total Budget Amendments/Transfers			**WATER/SEWER IMPACT FEE** **$22,037**	
3570 - STORMWATER UTILITY				
11/01/22	423-3570-538.63-00	(270,000)	ASSIGN PROJECT BUDGET	562
	423-3570-538.64-00	(60,600)		
	423-3570-538.63-00	160,000	ASSIGN PROJECT BUDGET ANNUAL CIPP LINING	562
	423-3570-538.63-00	50,000	ASSIGN PROJECT BUDGET FLOATING WETLANDS SW POND	562
	423-3570-538.64-00	18,000	ASSIGN PROJECT BUDGET INSPECTION CAMERA CLEANIN	562
	423-3570-538.64-00	42,600	ASSIGN PROJECT BUDGET MOUNTED PUMP THOMP TRLR	562
	423-3570-538.63-00	60,000	ASSIGN PROJECT BUDGET RIVERFRONT BAFFLE BOX	562
11/29/22	423-3570-538.63-00	50,928	AURORA ST DITCH PIPING CAPITAL PROJ BUDGET ROLL	722
	423-3570-538.63-00	30,682	BRACCO POND STORMWATER CAPITAL PROJ BUDGET ROLL	722
	423-3570-538.63-00	144,094	EMMA JEWEL CRA DRAIN IMPR CAPITAL PROJ BUDGET ROLL	722
	423-3570-538.64-00	25,651	FORD RANGER FULL COST CAPITAL PROJ BUDGET ROLL	722
	423-3570-538.63-00	17,087	PO # 76945-Infrastucture PO BUDGET ROLL	733
	423-3570-538.63-00	500	PO # 78295-Mead & Hunt PO BUDGET ROLL	733
	423-3570-538.31-00	1,163	PO # 78930-Brev Cty BD of PO BUDGET ROLL	733
	423-3570-538.63-00	18	PO # 78964-Inliner Soluti PO BUDGET ROLL	733
	423-3570-538.46-03	1,467	PO # 79174-Southern Sewer PO BUDGET ROLL	733
	423-3570-538.31-00	26,074	PO # 79571-Mead & Hunt PO BUDGET ROLL	733
	423-3570-538.34-00	5,971	PO # 79622-Future Horizon PO BUDGET ROLL	733
	423-3570-538.63-00	26,018	PO # 79864-Inliner Soluti PO BUDGET ROLL	733
	423-3570-538.46-00	10,650	PO # 79903-Core & Main LP PO BUDGET ROLL	733
	423-3570-538.64-00	11,738	PO # 79910-Avanti Company PO BUDGET ROLL	733
	423-3570-538.63-00	120,406	ROADWAY ELEVATION CAPITAL PROJ BUDGET ROLL	722
12/21/22	423-3570-538.46-00	(488)	THOMPSON TRLR PUMP INC NOVEMBER CLEANUP	1063
	423-3570-538.64-00	488		
01/10/23	423-3570-538.46-00	(15,248)	FND OUTFALL PIPE IRD/CARM RESO # 2023-006	1361
	423-3570-538.63-00	15,248		
03/14/23	423-3570-538.63-00	(17,087)	PO ROLL CORR 76945 RESO # 2023-022	2258
	423-3570-538.63-00	(500)	PO ROLL CORR 78295 RESO # 2023-022	2258
	423-3570-538.63-00	(18)	PO ROLL CORR 78964 RESO # 2023-022	2258
	423-3570-538.63-00	(26,018)	PO ROLL CORR 79864 RESO # 2023-022	2258
	423-3570-538.64-00	(18,000)	PRJ # CHNG FOR SUPERDROID FEBRUARY CLEANUP	2234
	423-3570-538.64-00	18,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/19/23	423-3570-538.46-00	(2,500)	FND ADDTL SAMSARA MARCH CLEANUP		2796
	423-3570-538.56-15	2,500			
	423-3570-538.31-00	(13,250)	FND MNT FLOATING WETLAND MARCH CLEANUP		2796
	423-3570-538.34-00	13,250			
06/27/23	423-3570-538.12-00	(369)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	423-3570-538.12-12	369			
	423-3570-538.64-00	(20,065)	NEGATIVE BALANCE JUNE CLEANUP		3865
	423-3570-538.49-00	2,896			
	423-3570-538.46-00	17,169			
07/11/23	423-3570-538.39-00	(3,164)	FLEET SOFTWARE 2023-074		4004
	423-3570-581.91-01	3,164			4209
	423-3570-538.63-36	768,000	N Fiske SW Pond Floating FloratingWetland 2023-075		4005
	423-3570-538.63-35	120,000	US1/Forrest SW Facility FloratingWetland 2023-075		4005
07/31/23	423-3570-538.52-00	(4,787)	DRAINAGE PIPE REPLACEMENT JULY CLEANUP		4334
	423-3570-538.46-00	4,787			
08/08/23	423-3570-538.52-00	(446)	Fleet Vehicle Wash System 2023-084		4416
	423-3570-581.91-01	446			
08/31/23	423-3570-538.12-00	(75)	STORMWATER CELL PHONE AUGUST CLEANUP		4868
	423-3570-538.15-00	75			
09/13/23	423-3570-538.39-00	(28,800)	BEEMAT PERFORMANCE BOND RESOLUTION #: 2023-105		4988
	423-3570-538.63-00	28,800			
40 Budget Amendments/Transfers			Division 3570 Total	$1,316,824	
40 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$1,316,824**	
4010 - WATER ADMINISTRATION					
11/29/22	424-4010-536.63-68	50,510	PO # 78969-Atlantic devel PO BUDGET ROLL		733
03/14/23	424-4010-536.63-68	(50,510)	PO ROLL CORR 78969 RESO # 2023-022		2258
2 Budget Amendments/Transfers			Division 4010 Total	$0	
4020 - DYAL PLANT					
11/01/22	424-4020-536.63-00	(2,305,000)	ASSIGN PROJECT BUDGET		562
	424-4020-536.63-00	260,000	ASSIGN PROJECT BUDGET CALFLO POLYMER TANK		562
	424-4020-536.63-00	295,000	ASSIGN PROJECT BUDGET GRNDWTR FILTER 3 REHAB		562
	424-4020-536.63-00	250,000	ASSIGN PROJECT BUDGET RAW WATER WELL REHAB		562
	424-4020-536.63-00	1,500,000	ASSIGN PROJECT BUDGET REACTOR CLARIFIER 1 & 2		562
11/29/22	424-4020-536.64-00	200,000	BLEACH TANKS @ WEWAHOOTEE CAPITAL PROJ BUDGET ROLL		722
	424-4020-536.63-00	44,926	DYAL SURFACE WATER FILTER CAPITAL PROJ BUDGET ROLL		722
	424-4020-536.63-00	53,950	PO # 78016-Vortex PO BUDGET ROLL		733
	424-4020-536.63-00	2,987	PO # 78017-CST Industries PO BUDGET ROLL		733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/29/22	424-4020-536.63-00	(5,390)	PO # 78445-Vortex PO BUDGET ROLL		733
12/13/22	424-4020-536.64-00	239,967	CHLORINE TANK REPLACE RESO # 2022-132		938
03/14/23	424-4020-536.63-00	171,534	FND CAP & FILTER #3 RESO #2023-021		2263
	424-4020-536.63-00	(53,950)	PO ROLL CORR 78016 RESO # 2023-022		2258
	424-4020-536.63-00	(2,987)	PO ROLL CORR 78017 RESO # 2023-022		2258
	424-4020-536.63-00	5,390	PO ROLL CORR 78445 RESO # 2023-022		2258
	424-4020-536.63-00	(44,926)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
04/03/23	424-4020-536.63-00	171,534	CORR SCRIVENERS ERROR RESO # 2023-021		2517
	424-4020-536.63-00	(171,534)			3251
06/09/23	424-4020-536.63-00	231,146	FND CO#1 UNDERDRAINS, CAP RESO #2023-059		3499
09/12/23	424-4020-536.63-00	60,000	CONNECT CONSUL. WELLS RESOLUTION #: 2023-097		4958
20 Budget Amendments/Transfers			Division 4020 Total	$902,647	
4055 - ENGINEERING					
11/01/22	424-4055-536.63-00	(12,316,000)	ASSIGN PROJECT BUDGET		562
	424-4055-536.63-00	1,900,000	ASSIGN PROJECT BUDGET 36" WM CROSSING REPLCMT		562
	424-4055-536.63-00	85,000	ASSIGN PROJECT BUDGET BANANA RIVER TANK IMPRV		562
	424-4055-536.63-00	70,000	ASSIGN PROJECT BUDGET CARBON EVAL & INSTALL		562
	424-4055-536.63-00	150,000	ASSIGN PROJECT BUDGET CO2 BULK TANK REPLACE		562
	424-4055-536.63-00	750,000	ASSIGN PROJECT BUDGET INSTALL NEW WELL #17		562
	424-4055-536.63-00	3,900,000	ASSIGN PROJECT BUDGET OZONE IMPROV DYAL WTP		562
	424-4055-536.63-00	3,000,000	ASSIGN PROJECT BUDGET PIPE INFRA EVAL & REPLACE		562
	424-4055-536.63-00	700,000	ASSIGN PROJECT BUDGET PROGRAM MGMNT		562
	424-4055-536.63-00	1,761,000	ASSIGN PROJECT BUDGET SELLERS IRP REPLACE		562
11/29/22	424-4055-536.63-00	1,000,000	DYAL WELL #17 CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-08	795,167	FEMA - BROADMOOR & FISKE CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	150,000	GROUNDWATER FLUME CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	197,293	HARRISON ST IMPROVE CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-06	63,285	LIFTSTATION 1 MIT GRANT CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	375,000	OZONE IMPROVEMENTS CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	2,500,000	PIPE INFR ASSESS & REPLAC CAPITAL PROJ BUDGET ROLL		722
	424-4055-536.63-00	5,080	PO # 74901-Mead & Hunt PO BUDGET ROLL		733
	424-4055-536.63-00	12,404	PO # 78454-DRMP PO BUDGET ROLL		733
	424-4055-536.63-00	13,257			
	424-4055-536.63-00	201,241	PO # 78704-Jabobs Enginee PO BUDGET ROLL		733
	424-4055-536.63-00	76,287	PO # 78709-Jacobs Enginee PO BUDGET ROLL		733
	424-4055-536.63-00	24,158	PO # 78967-Carollo Engine PO BUDGET ROLL		733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	424-4055-536.63-00	461,684	PO # 78969-Atlantic devel PO BUDGET ROLL	733
	424-4055-536.63-00	19,580	PO # 78970-Mead & Hunt PO BUDGET ROLL	733
	424-4055-536.63-06	612,357	PO # 79254-Carr & Collier PO BUDGET ROLL	733
	424-4055-536.63-08	65,712	PO # 79493-Tierra PO BUDGET ROLL	733
	424-4055-536.63-00	1,017,603	SYKES CREEK BRIDGE CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-00	590,000	VIERA PUMP STATION CAPITAL PROJ BUDGET ROLL	722
12/13/22	424-4055-536.63-00	(2,055,874)	SR DR. WATER MAIN RELOCAT RESO # 2022-135	940
	424-4055-536.63-00	2,055,874		
02/28/23	424-4055-536.63-00	(420,950)	TRX PROJ BUDGET RESO # 2023-016	2032
	424-4055-536.63-00	420,950		
03/14/23	424-4055-536.63-06	677,689	ASSIGN PROJECT BUDGET RESO # 2023-027	2262
	424-4055-536.63-00	(171,534)	FND CAP & FILTER #3 RESO #2023-021	2263
	424-4055-536.63-00	(5,080)	PO ROLL CORR 74901 RESO # 2023-022	2258
	424-4055-536.63-00	(201,241)	PO ROLL CORR 78704 RESO # 2023-022	2258
	424-4055-536.63-06	(612,357)	PROJ ROLL REV PO # 79254 RESO # 2023-027	2262
	424-4055-536.63-06	(63,285)	PROJ ROLL REVERSAL RESO # 2023-027	2262
	424-4055-536.63-00	(1,017,603)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
	424-4055-536.63-00	(197,293)		
	424-4055-536.63-00	1,008,122		
04/03/23	424-4055-536.63-00	(171,534)	CORR SCRIVENERS ERROR RESO # 2023-021	2517
	424-4055-536.63-00	171,534		3251
04/19/23	424-4055-536.63-06	(6,567)	USE PRJ CON RESO 2021-124 MARCH CLEANUP	2796
	424-4055-536.63-00	6,567		
04/25/23	424-4055-536.63-00	300,000	MERGE IRP PROJECTS RESO # 2023-037	2885
	424-4055-536.63-00	2,829,818		
05/26/23	424-4055-536.63-00	(10,320)	FND BNR PROJ BARDENPHO TK RESO # 2023-053	3305
06/09/23	424-4055-536.63-00	(231,146)	FND CO#1 UNDERDRAINS, CAP RESO #2023-059	3499
07/31/23	424-4055-536.63-00	(25,804)	LIFT STATION 1 CAROLLO JULY CLEANUP	4334
	424-4055-536.63-00	(6,567)		
	424-4055-536.63-00	6,567		
	424-4055-536.63-00	25,804		
	424-4055-536.63-06	(6,567)	LS#1 REVERSE BAF 23-049 JULY CLEANUP	4334
	424-4055-536.63-00	6,567		
08/08/23	424-4055-536.63-08	383,914	Add'l Fiske Blvd Grant 2023-086	4418
08/31/23	424-4055-536.63-00	(6,567)	CORRECT BAF# 23-094 AUGUST CLEANUP	4868
	424-4055-536.63-06	6,567		
	424-4055-536.63-00	(21,768)	FND SUPP. CARBON SYSTEM AUGUST CLEANUP	4868

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/31/23	424-4055-536.63-00	21,768	FND SUPP. CARBON SYSTEM AUGUST CLEANUP		4868
	424-4055-536.63-00	(6,567)	REVERSAL BAF # 23-049 AUGUST CLEANUP		4868
	424-4055-536.63-06	6,567			
09/22/23	424-4055-536.63-00	(2,851,642)	REALLOCATE PROJECT #'S TO WS22IR (IRP)		5112
	424-4055-536.63-00	(224,140)			
	424-4055-536.63-00	4,343,759			
50	Budget Amendments/Transfers		Division 4055 Total	$12,137,769	
4120 - SELLERS PLANT					
11/01/22	424-4120-536.64-15	(300,000)	ASSIGN PROJECT BUDGET		562
	424-4120-536.63-00	(55,000)			
	424-4120-536.63-00	55,000	ASSIGN PROJECT BUDGET HYDROPNEUMATIC TANK UPGR		562
	424-4120-536.64-15	300,000	ASSIGN PROJECT BUDGET WRF MOTOR & LOGIC PANEL		562
11/29/22	424-4120-536.63-00	1,000,000	AERATION BLOWER REPLACE CAPITAL PROJ BUDGET ROLL		722
	424-4120-536.63-00	300,000	IRP PUMP REPLACEMENT CAPITAL PROJ BUDGET ROLL		722
	424-4120-536.63-00	88,965	PO # 78276-Trillium Pumps PO BUDGET ROLL		733
	424-4120-536.63-00	1,379,704	PO # 79480-E&D Contractin PO BUDGET ROLL		733
	424-4120-536.63-00	97,370	PO # 79678-Woods engineer PO BUDGET ROLL		733
	424-4120-536.64-15	1,114,734	SCADA MIGRATION CAPITAL PROJ BUDGET ROLL		722
03/14/23	424-4120-536.64-15	154,830	ACCT CORRECTION RESO # 2023-022		2258
	424-4120-536.63-00	(300,000)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
	424-4120-536.63-00	18,566			
	424-4120-536.63-00	300,000			
04/25/23	424-4120-536.63-00	(300,000)	MERGE IRP PROJECTS RESO # 2023-037		2885
05/26/23	424-4120-536.63-00	10,320	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
	424-4120-536.63-00	525,000			
09/22/23	424-4120-536.64-15	(1,267,977)	REALLOCATE PROJECT #'S TO WS22IR (IRP)		5112
14	Budget Amendments/Transfers		Division 4120 Total	$3,121,512	
4125 - SEWER FIELD OPERATIONS					
11/01/22	424-4125-536.63-00	(600,000)	ASSIGN PROJECT BUDGET		562
	424-4125-536.63-00	400,000	ASSIGN PROJECT BUDGET CIPP REHAB PHASE 3-6		562
	424-4125-536.63-00	200,000	ASSIGN PROJECT BUDGET MANHOLE ASSESS/REHAB		562
11/29/22	424-4125-536.63-00	14,764	PO # 79623-Vortex PO BUDGET ROLL		733
	424-4125-536.63-00	58,468	PO # 79752-Instituform Te PO BUDGET ROLL		733
02/14/23	424-4125-536.63-00	37,998	ALLOCATE IFT TO EXPENSES RESO # 2023-011		1854
	424-4125-536.63-00	(10,891)	PT TO FUND WS19MH RESO # 2023-011		1854
	424-4125-536.63-00	10,891			
7	Budget Amendments/Transfers		Division 4125 Total	$111,230	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
93 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$16,273,158**	
4700 - DEBT SERVICE					
12/21/22	425-4700-517.72-12	(1,963)	FND REDUCED INT PYMT 2018 BUDGETED TO MANY PYMNTS		1064
01/10/23	425-4700-591.72-15	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	425-4700-591.72-12	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
04/11/23	425-4700-591.72-12	(1,963)	CORRECT ACTIVITY CODE SCRIVENERS ERROR		2661
	425-4700-517.72-12	1,963			
4 Budget Amendments/Transfers			Division 4700 Total	$3,828	
4 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$3,828**	
4055 - ENGINEERING					
11/29/22	426-4055-536.63-00	42,600	CCRIP CAPITAL PROJ BUDGET ROLL		722
	426-4055-536.63-00	417,155	PINEDA SUBAQUAEOUS PIPE CAPITAL PROJ BUDGET ROLL		722
	426-4055-536.63-00	58,769	PO # 74898-CH2M Hill Engi PO BUDGET ROLL		733
	426-4055-536.63-00	954,439	PO # 76379-CH2M Hill Engi PO BUDGET ROLL		733
03/14/23	426-4055-536.63-00	(417,155)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
	426-4055-536.63-00	(42,600)			
	426-4055-536.63-00	42,201			
	426-4055-536.63-00	417,153			
07/11/23	426-4055-536.63-00	(220,276)	TRUE UP SERIES 2018B BOND 2023-071		4007
	426-4055-536.63-00	220,276			
6 Budget Amendments/Transfers			Division 4055 Total	$1,472,562	
6 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$1,472,562**	

925 Transfers & Amendments between 10/1/2022 and 9/30/2023

FY 2023 TOTAL TRANSFERS & AMENDMENTS **55,087,907**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Legislation Details (With Text)

File #:	23-689	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/26/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report September 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2023
Agenda Date: November 14, 2023
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending September 30th, 2023 (FY23) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This September 2023 (FY23) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget - represents either the current period or year to date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2023 Budget by Classification Report - Summary Listing

9/30/2023

Target for September 2023 is 100%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 12,144,570	$ -	$ 12,599,886	$ (455,316)	104%
OTHER PERMITS AND FEES	$ 5,051,611	$ -	$ 5,139,955	$ (88,344)	102%
INTERGOVERNMENTAL	$ 2,839,598	$ -	$ 2,951,084	$ (111,486)	104%
CHARGES FOR SERVICES	$ 6,860,492	$ -	$ 7,653,691	$ (793,199)	112%
FINES AND FORFEITURES	$ 15,000	$ -	$ 42,329	$ (27,329)	282%
MISCELLANEOUS	$ 756,062	$ -	$ 1,982,059	$ (1,225,997)	262%
OTHER SOURCES (NON-REVENUE)	$ 31,661,478	$ -	$ 17,793,340	$ 13,868,138	56%
REVENUE TOTALS	**$ 59,328,811**	**$ -**	**$ 48,162,345**	**$ 11,166,466**	**81%**
EXPENSE					
SALARIES AND BENEFITS	$ 27,848,867	$ -	$ 24,133,799	$ 3,715,068	87%
OPERATING EXPENDITURES	$ 21,300,188	$ 940,070	$ 12,597,869	$ 7,762,249	59%
CAPITAL OUTLAY	$ 7,316,135	$ 1,329,998	$ 1,250,359	$ 4,735,778	17%
GRANTS, AIDS AND OTHER	$ 2,863,621	$ -	$ 2,866,006	$ (2,385)	100%
EXPENSE TOTALS	**$ 59,328,811**	**$ 2,270,068**	**$ 40,848,033**	**$ 16,210,710**	**73%**
REVENUE TOTALS	**$ 59,328,811**	**$ -**	**$ 48,162,345**	**$ 11,166,466**	**81%**
EXPENSE TOTALS	**$ 59,328,811**	**$ 2,270,068**	**$ 40,848,033**	**$ 16,210,710**	**73%**
	$ -	**$ (2,270,068)**	**$ 7,314,312**	**$ (5,044,244)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	154,992	2,822.88	2	8,438,570	8,295,655.10	98	8,438,570	142,914.90
20	00	DELINQUENT TAXES	1,250	2,032.88	163	15,000	918.91	6	15,000	14,081.09
25	00	PENALTIES RE: TAXES	343	1,844.13	538	15,000	36,753.11	245	15,000	21,753.11-
30	00	TAX CERTIFICATES	0	.00		200,000	317,844.83	159	200,000	117,844.83-
311	**	AD VALOREM	156,585	6,699.89	4	8,668,570	8,651,171.95	100	8,668,570	17,398.05
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	49,174	32,171.62	65	590,000	603,353.63	102	590,000	13,353.63-
312	**	SALES USE AND FUEL TAXES	49,174	32,171.62	65	590,000	603,353.63	102	590,000	13,353.63-
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	133,337	238,996.84	179	1,600,000	2,000,587.30	125	1,600,000	400,587.30-
30	00	WATER-COCOA	32,087	35,682.88	111	385,000	449,751.57	117	385,000	64,751.57-
40	00	GAS	5,000	4,556.34	91	60,000	47,669.63	79	60,000	12,330.37
80	00	PROPANE	2,000	2,475.71	124	24,000	28,776.61	120	24,000	4,776.61-
314	**	UTILITY SERVICE TAX	172,424	281,711.77	163	2,069,000	2,526,785.11	122	2,069,000	457,785.11-
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	55,837	52,397.53	94	670,000	628,789.77	94	670,000	41,210.23
315	**	COMMUNICATION SERVICE TAX	55,837	52,397.53	94	670,000	628,789.77	94	670,000	41,210.23
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	6,330	48,381.33	764	147,000	189,785.25	129	147,000	42,785.25-
316	**	LOCAL BUSINESS TAX	6,330	48,381.33	764	147,000	189,785.25	129	147,000	42,785.25-
310	***	TAXES	440,350	421,362.14		12,144,570	12,599,885.71		12,144,570	455,315.71-
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	0	.00		0	.00		0	.00
10	00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322	**	BUILDING PERMITS	0	.00		0	.00		0	.00
323		FRANCHISE FEES								
10	00	ELECTRICITY	108,337	187,466.60	173	1,300,000	1,442,866.25	111	1,300,000	142,866.25-
40	00	GAS	7,087	7,869.92	111	85,000	83,104.19	98	85,000	1,895.81
70	00	SOLID WASTE	24,174	24,189.58	100	290,000	300,373.23	104	290,000	10,373.23-
323	**	FRANCHISE FEES	139,598	219,526.10	157	1,675,000	1,826,343.67	109	1,675,000	151,343.67-
325		SPECIAL ASSESSMENT								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22	01	FIRE ASSESSMENT	79,862	.00		3,137,611	2,984,513.45	95	3,137,611	153,097.55
22	02	F ASSMNT DELINQ TAXES	0	1,526.05		2,000	3,274.37	164	2,000	1,274.37-
22	03	F ASSMNT PENALTIES	0	493.98		2,000	14,819.50	741	2,000	12,819.50-
22	04	F ASSMNT TAX CERTS	0	.00		130,000	184,725.68	142	130,000	54,725.68-
22	*	FIRE PROTECTION	79,862	2,020.03	3	3,271,611	3,187,333.00	97	3,271,611	84,278.00
325	**	SPECIAL ASSESSMENT	79,862	2,020.03	3	3,271,611	3,187,333.00	97	3,271,611	84,278.00
329		OTHER PERMITS & FEES								
10	00	INSPECTION FEES	0	.00		0	.00		0	.00
10	01	FIRE INSPECTION FEES	0	.00		15,000	17,683.00	118	15,000	2,683.00-
10	*	INSPECTION FEES	0	.00		15,000	17,683.00	118	15,000	2,683.00-
25	00	PLANNING AND ZONING	6,250	9,163.75	147	75,000	108,595.37	145	75,000	33,595.37-
35	00	FIRE INSPECTIONS	0	.00		15,000	.00		15,000	15,000.00
329	**	OTHER PERMITS & FEES	6,250	9,163.75	147	105,000	126,278.37	120	105,000	21,278.37-
320	***	OTHER PERMITS & FEES	225,710	230,709.88		5,051,611	5,139,955.04		5,051,611	88,344.04-
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	01	RES OFFCR - CTY CONTRACT	0	.00		0	.00		0	.00
20	15	VOCA-2021-COCOA PD	0	.00		0	.00		0	.00
20	16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20	19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20	21	BPV 2020 96472	0	.00		0	.00		0	.00
20	22	JAG 21-GG-01363	1,280	.00		8,960	4,941.60-	55	8,960	13,901.60
20	23	BULLET PROOF VEST 2021	1,820	.00		12,722	8,232.00	65	12,722	4,490.00
20	24	VOCA-2022-COCOA PD-00181	9,336	9,013.52	97	118,921	91,015.47	77	118,921	27,905.53
20	25	JAG 2022-22-GG-02810	1,172	.00		14,108	.00		14,108	14,108.00
20	26	BULLET PROOF VEST 2022	216	.00		1,960	.00		1,960	1,960.00
20	*	PUBLIC SAFETY	13,824	9,013.52	65	156,671	77,688.87	50	156,671	78,982.13
39	12	USDA/FOREST SVC 26866	6,250	.00		30,000	.00		30,000	30,000.00
50	01	FEDERAL DISASTER REIMB	0	28,201.25		0	32,880.18		0	32,880.18-
70	02	AFRICAN AM CIVIL RIGHTS	4,284	.00		30,000	.00		30,000	30,000.00
331	**	FEDERAL GRANTS	24,358	37,214.77	153	216,671	110,569.05	51	216,671	106,101.95
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
334	STATE GRANT								
10 15	CYBERSECUR DMS 22/23-249	1	.00		1	.00		1	1.00
50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
70 09	HISTORICAL PRESERVATN	0	.00		0	.00		0	.00
70 11	HTMOORE RESTORATION	25,085	.00		150,500	.00		150,500	150,500.00
70 *	CULTURAL/RECREATIONAL	25,085	.00		150,500	.00		150,500	150,500.00
90 15	FLA CORONAVIRUS SFRF	0	.00		0	12,663.87		0	12,663.87-
334 **	STATE GRANT	25,086	.00		150,501	12,663.87	8	150,501	137,837.13
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	45,837	61,503.92	134	550,000	774,558.78	141	550,000	224,558.78-
12 20	8TH CNT MUNICIPAL GAS TAX	12,837	13,318.37	104	154,000	184,093.85	120	154,000	30,093.85-
12 *	STATE REVENUE SHARING	58,674	74,822.29	128	704,000	958,652.63	136	704,000	254,652.63-
14 00	MOBILE HOME LICENSES	2,087	679.37	33	25,000	27,813.01	111	25,000	2,813.01-
15 00	ALCOHOLIC BEVERAGE	2,087	.00		25,000	21,149.05	85	25,000	3,850.95
18 00	LOCAL GOVERNMENT 1/2 CENT	103,337	123,917.84	120	1,240,000	1,339,606.56	108	1,240,000	99,606.56-
21 00	FIREFIGHTER SUPPLEMENTAL	4,000	3,773.93	94	16,000	11,742.55	73	16,000	4,257.45
29 21	POL PEN STATE CONTR	28,568	.00		245,613	245,612.60	100	245,613	.40
29 22	FIRE PEN STATE CONTR	36,176	.00		196,813	196,812.60	100	196,813	.40
29 *	OTHER PUBLIC SAFETY	64,744	.00		442,426	442,425.20	100	442,426	.80
41 00	FUEL TAX REFUNDS	1,674	.00		20,000	26,461.99	132	20,000	6,461.99-
335 **	STATE SHARED REVENUES	236,603	203,193.43	86	2,472,426	2,827,850.99	114	2,472,426	355,424.99-
337	GRANTS FROM LOCAL UNITS								
30 15	FIND BV-CO-17-134 CD18LW	0	.00		0	.00		0	.00
30 17	FIND BV-CO-20-147 DREDGIN	0	.00		0	.00		0	.00
30 18	FIND BV-CO-20-146 BT RAMP	0	.00		0	.00		0	.00
30 19	FIND BV-CO-21-152 DRG PII	0	.00		0	.00		0	.00
30 20	FIND BV-CO-21-151 BT PII	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
60 00	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	286,047	240,408.20		2,839,598	2,951,083.91		2,839,598	111,485.91-
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	11,112	11,032.24	99	133,300	105,510.94	79	133,300	27,789.06
90 12	PASSPORT EXECUTION FEES	250	630.00	252	3,000	4,690.00	156	3,000	1,690.00-
341 **	GENERAL GOVERNMENT	11,362	11,662.24	103	136,300	110,200.94	81	136,300	26,099.06
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	9,780	4,262.50	44	117,250	202,227.85	173	117,250	84,977.85-
10 02	SCHOOL RES OFFICER	15,625	.00		187,500	197,625.00	105	187,500	10,125.00-
10 *	SVC CHG - LAW ENF SERVICE	25,405	4,262.50	17	304,750	399,852.85	131	304,750	95,102.85-
20 00	SVC CHG - FIRE PROTECTION	0	2,100.00		0	27,497.50		0	27,497.50-
90 00	OTHER PUBLIC SAFETY	87	.00		1,000	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	5,460.00	874	7,500	5,460.00	73	7,500	2,040.00
90 *	OTHER PUBLIC SAFETY	712	5,460.00	767	8,500	5,460.00	64	8,500	3,040.00
342 **	PUBLIC SAFETY	26,117	11,822.50	45	313,250	432,810.35	138	313,250	119,560.35-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	48,870	51,346.00	105	586,440	558,500.30	95	586,440	27,939.70
37 11	ROCKLEDGE	27,150	28,502.15	105	325,800	336,263.83	103	325,800	10,463.83-
37 12	SUN LAKE	363	369.20	102	4,235	4,385.70	104	4,235	150.70-
37 13	CLNY PK-M.I.UTIL CO.	181	193.70	107	2,150	2,305.60	107	2,150	155.60-
37 16	COCOA BEACH	10,213	10,694.30	105	122,501	127,568.02	104	122,501	5,067.02-
37 17	CAPE CANAVERAL	8,688	8,728.65	101	104,256	104,446.70	100	104,256	190.70-
37 18	TITUSVILLE	391	404.30	103	4,692	4,799.80	102	4,692	107.80-
37 *	WATER BILLING SERVICES	95,856	100,238.30	105	1,150,074	1,138,269.95	99	1,150,074	11,804.05
39 01	SERVICE CHARGES	40,000	74,270.40	186	480,000	871,831.09	182	480,000	391,831.09-
39 03	ADMIN CHARGES	35,000	55,485.00	159	420,000	543,591.23	129	420,000	123,591.23-
39 04	PENALTIES	60,000	66,364.21	111	720,000	723,474.21	101	720,000	3,474.21-
39 05	NSF CHECKS	2,500	5,363.45	215	30,000	48,319.04	161	30,000	18,319.04-
39 13	HIGH CONSUMP CHGS	299	830.00	278	3,500	10,130.00	289	3,500	6,630.00-
39 *	WATER OTHER INCOME	137,799	202,313.06	147	1,653,500	2,197,345.57	133	1,653,500	543,845.57-
41 10	SOLID WASTE	206,337	217,112.86	105	2,476,000	2,680,908.16	108	2,476,000	204,908.16-
41 20	RECYCLING REVENUE	32,424	30,914.49	95	389,000	390,948.04	101	389,000	1,948.04-
41 30	GREEN WASTE	36,174	35,051.41	97	434,000	443,791.48	102	434,000	9,791.48-
41 *	GARBAGE COLLECTION	274,935	283,078.76	103	3,299,000	3,515,647.68	107	3,299,000	216,647.68-
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	17,782	15,632.50	88	71,130	62,530.00	88	71,130	8,600.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
90	02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90	03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		117,479	117,478.53	100	117,479	.47
90	*	OTHER PHYSICAL ENVIRON	17,782	15,632.50	88	188,609	180,008.53	95	188,609	8,600.47
343	**	PHYSICAL ENVIRONMENT	526,372	601,262.62	114	6,291,183	7,031,271.73	112	6,291,183	740,088.73-
347		CULTURE/RECREATION								
20	10	GAZEBO-PAVILLION RENTAL	49	199.00	406	500	1,507.00	301	500	1,007.00-
39	10	PORCHER HOUSE - REVENUES	2,337	80.00	3	28,000	7,653.72	27	28,000	20,346.28
39	11	TENANT MAINTENANCE FEES	0	.00		0	1,693.08		0	1,693.08-
39	20	COCOA CIVIC CENTER	2,924	2,497.50	85	35,000	16,534.64	47	35,000	18,465.36
39	30	RIVERFRONT PARK	924	829.94	90	11,000	9,069.29	82	11,000	1,930.71
39	*	OTHER CULTURAL SERVICES	6,185	3,407.44	55	74,000	34,950.73	47	74,000	39,049.27
40	05	SPECIAL EVENT PERMITS	2,500	1,650.00	66	30,000	36,350.00	121	30,000	6,350.00-
50	10	EVENT FEES	240	985.88	411	2,759	3,847.31	139	2,759	1,088.31-
50	30	ADVERTISING/SPONSORSHIPS	424	.00		5,000	500.00	10	5,000	4,500.00
50	50	MISC FURNISHINGS	625	.00		7,500	2,253.35	30	7,500	5,246.65
50	*	SPECIAL REC FACILITIES	1,289	985.88	77	15,259	6,600.66	43	15,259	8,658.34
347	**	CULTURE/RECREATION	10,023	6,242.32	62	119,759	79,408.39	66	119,759	40,350.61
340	***	CHARGES FOR SERVICES	573,874	630,989.68		6,860,492	7,653,691.41		6,860,492	793,199.41-
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	1,250	1,306.22	105	15,000	42,329.41	282	15,000	27,329.41-
351	**	JUDGMENTS AND FINES	1,250	1,306.22	105	15,000	42,329.41	282	15,000	27,329.41-
350	***	FINES AND FORFEITURES	1,250	1,306.22		15,000	42,329.41		15,000	27,329.41-
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	3,148	9,395.02	298	80,000	269,444.85	337	80,000	189,444.85-
10	02	INVESTMENT INTEREST	6,010	105,077.21	1748	100,000	852,421.94	852	100,000	752,421.94-
10	10	SBA ACCOUNT 121328	50	30,661.63	1323	600	53,724.47	8954	600	53,124.47-
10	11	INTEREST/CBOS	99	.00		1,100	262.95	24	1,100	837.05
10	*	INTEREST	9,307	145,133.86	1559	181,700	1,175,854.21	647	181,700	994,154.21-
30	00	NET INC/DEC FMV INVESTMNT	0	25,155.79		0	136,083.85		0	136,083.85-
35	01	AMERICAN TOWER	0	813.35		0	813.35		0	813.35-
35	02	ATT CELL TWR 14386094	0	16,168.81		0	16,168.81		0	16,168.81-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
35 03	ATT CELL TOWER 382218	0	642.21		0	642.21		0	642.21-
35 04	LAMAR BILLBOARD	0	419.99		0	419.99		0	419.99-
35 05	SPRINT CELL TOWER	0	6,355.29		0	6,355.29		0	6,355.29-
35 06	LEASE - TMOBILE A2C0020A	0	325.24		0	325.24		0	325.24-
35 07	LEASE - TMOBILE A2C0555A	0	213.88		0	213.88		0	213.88-
35 *	MISCELLANEOUS INTEREST	0	24,938.77		0	24,938.77		0	24,938.77-
40 00	GAIN/(LOSS) SALE INVEST	0	16,621.94-		0	64,348.27-		0	64,348.27
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	16,621.94-		0	64,348.27-		0	64,348.27
361 **	INTEREST & OTHER EARNINGS	9,307	178,606.48	1919	181,700	1,272,528.56	700	181,700	1,090,828.56-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	3,971	163,503.06-	4117	132,000	26,488.44-	20	132,000	158,488.44
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	0	.00		0	15,967.72		0	15,967.72-
39 20	CIVIC CENTER-TENANTS	0	.00		0	7,920.00		0	7,920.00-
39 *	RENTALS AND LEASES	0	.00		0	23,887.72		0	23,887.72-
362 **	RENT AND ROYALTIES	3,971	163,503.06-	4117	132,000	2,600.72-	2	132,000	134,600.72
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	4,897.47		0	42,842.78		0	42,842.78-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	4,897.47		0	42,842.78		0	42,842.78-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	758.10		0	2,525.61		0	2,525.61-
365 **	SALE SURPLUS MTRLS &SCRAP	0	758.10		0	2,525.61		0	2,525.61-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	3,053	.00		28,728	6,146.00	21	28,728	22,582.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10 16	FIREHOUSE SUBS - E-BIKES	2,836	.00		17,021	17,020.72	100	17,021	.28
10 *	DONATIONS-PRIVATE SOURCES	2,836	.00		17,021	17,020.72	100	17,021	.28
366 **	CONTRIBUTIONS & DONATIONS	5,889	.00		45,749	23,166.72	51	45,749	22,582.28

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		0	.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	50,355	31,689.18	63	223,300	322,736.60	145	223,300	99,436.60-
90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	8,121	40,617.13	500	97,375	209,874.51	216	97,375	112,499.51-
90 04	MISC. POLICE REVENUES	1,173	4.00		13,988	1,749.45	13	13,988	12,238.55
90 05	INVESTIGATIVE COSTS REIM	4,543	2,387.77	53	54,450	42,841.20	79	54,450	11,608.80
90 09	PROPERTY REGISTRATION	625	.00		7,500	2,200.00	29	7,500	5,300.00
90 12	LEISURE SVCS -CANCEL FEES	0	.00		0	244.50		0	244.50-
90 *	OTHER MISC REVENUES	64,817	74,698.08	115	396,613	579,646.26	146	396,613	183,033.26-
96 00	INSURANCE REFUND/PROCEEDS	0	8,410.77		0	63,950.20		0	63,950.20-
369 **	OTHER MISC REVENUES	64,817	83,108.85	128	396,613	643,596.46	162	396,613	246,983.46-
360 ***	MISCELLANEOUS REVENUES	83,984	103,867.84		756,062	1,982,059.41		756,062	1,225,997.41-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	0	18,566.63		222,800	222,800.00	100	222,800	.00
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	TRF FROM US1 CRA (112)	0	.00		0	.00		0	.00
91 20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	22,093	.00		62,368	62,368.00	100	62,368	.00
91 23	TRF FROM STORMWATER (423)	1,277	.00		3,610	3,610.00	100	3,610	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	420,218	.00		840,437	840,437.00	100	840,437	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	443,588	18,566.63	4	1,129,215	1,129,215.00	100	1,129,215	.00
94 21	TRANS FR 421 OH ALLOC	0	632,527.62		7,590,331	7,590,331.00	100	7,590,331	.00
94 23	TRANS FR 423 OH ALLOC	0	24,801.87		297,622	297,622.00	100	297,622	.00
94 *	INTERFUND TRANSFER	0	657,329.49		7,887,953	7,887,953.00	100	7,887,953	.00
381 **	INTERFUND TRANSFER	443,588	675,896.12	152	9,017,168	9,017,168.00	100	9,017,168	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	588,004	587,997.62	100	7,055,971	7,055,971.00	100	7,055,971	.00
40 01	6% PILOFF	143,351	143,350.12	100	1,720,201	1,720,201.00	100	1,720,201	.00
40 *	CONTRIBUTIONS (ROI)	731,355	731,347.74	100	8,776,172	8,776,172.00	100	8,776,172	.00
382 **	CONTRIBUTIONS ENTERPRISE	731,355	731,347.74	100	8,776,172	8,776,172.00	100	8,776,172	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	300	.00		3,600	.00		3,600	3,600.00
99 50	FUND BAL-APPROP. RESERVES	1,648,547	.00		13,864,538	.00		13,864,538	13,864,538.00
99 *	BALANCE FORWARD	1,648,847	.00		13,868,138	.00		13,868,138	13,868,138.00
389 **	NON OPERATING SOURCES	1,648,847	.00		13,868,138	.00		13,868,138	13,868,138.00
380 ***	OTHER SOURCES(NON-REV)	2,823,790	1,407,243.86		31,661,478	17,793,340.00		31,661,478	13,868,138.00
FUND TOTAL	GENERAL FUND	4,435,005	3,035,887.82		59,328,811	48,162,344.89		59,328,811	11,166,466.11
GRAND TOTAL		4,435,005	3,035,887.82		59,328,811	48,162,344.89		59,328,811	11,166,466.11

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	72093	67427.46	94	894212	824660.96	92	.00	894212	69551.04	92
11 **	EXECUTIVE SALARIES	72093	67427.46	94	894212	824660.96	92	.00	894212	69551.04	92
12-00	REGULAR SALARIES & WAGES	1025970	1135624.21	111	13174717	11585057.38	88	.00	13174717	1589659.62	88
12-06	SALARIES/CONTRACTUAL	20208	5208.00	26	123820	122050.00	99	.00	123820	1770.00	99
12-07	EMS 1ST RESPONDER	47	.00	0	141	141.00	100	.00	141	.00	100
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	36853	12490.64	34	198771	174181.96	88	.00	198771	24589.04	88
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1083078	1153322.85	107	13497449	11881430.34	88	.00	13497449	1616018.66	88
13-00	OTHER SALARIES & WAGES	64556	74555.69	116	1166085	902932.35	77	.00	1166085	263152.65	77
13 **	OTHER SALARIES & WAGES	64556	74555.69	116	1166085	902932.35	77	.00	1166085	263152.65	77
14-00	OVERTIME	224592	103534.57	46	997184	971762.27	98	.00	997184	25421.73	98
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	224592	103534.57	46	997184	971762.27	98	.00	997184	25421.73	98
15-00	SPECIAL PAY	68691	37127.52	54	444669	420101.73	95	.00	444669	24567.27	95
15 **	SPECIAL PAY	68691	37127.52	54	444669	420101.73	95	.00	444669	24567.27	95
20-00	CLOTHING/SHOE ALLOWANCE	2249	2971.50	132	23845	20870.25	88	.00	23845	2974.75	88
20 **	CLOTHING/SHOE ALLOWANCE	2249	2971.50	132	23845	20870.25	88	.00	23845	2974.75	88
21-00	FICA TAXES	128260	108802.89	85	1282307	1128722.41	88	.00	1282307	153584.59	88
21 **	FICA TAXES	128260	108802.89	85	1282307	1128722.41	88	.00	1282307	153584.59	88
22-00	RETIREMENT CONTRIBUTIONS	108686	98492.66	91	1137009	1074428.10	95	.00	1137009	62580.90	95
22-01	LICENSED POLICE/FIRE	143542	195463.94	136	2314963	1875806.37	81	.00	2314963	439156.63	81
22-02	STATE CONTRIBUTIONS	122748	.00	0	442426	442425.20	100	.00	442426	.80	100
22-03	NON-FRS RETIREMENT PLAN	2797	2706.22	97	33169	33183.24	100	.00	33169	14.24-	100
22 **	RETIREMENT CONTRIBUTIONS	377773	296662.82	79	3927567	3425842.91	87	.00	3927567	501724.09	87

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-00	INSURANCES	2475	3941.97	159	74165	46465.93	63	.00	74165	27699.07	63
23-02	MEDICARE PART B	31135	28857.20	93	415675	379196.12	91	.00	415675	36478.88	91
23-04	MEDICAL/RX SELF INSURED	203760	234441.93	115	3466224	2755351.44	80	.00	3466224	710872.56	80
23-05	HEALTH GF RETIREES 50%	4479	8048.88	180	53660	49634.76	93	.00	53660	4025.24	93
23-06	HEALTH GF RETIREES 100%	23260	42916.68	185	279032	253028.48	91	.00	279032	26003.52	91
23-07	DENTAL INSURANCE	15675	13674.49	87	183744	134653.62	73	.00	183744	49090.38	73
23-08	VISION INSURANCE	2950	2131.79	72	33849	25424.28	75	.00	33849	8424.72	75
23-09	LONG TERM DISABILITY	4307	3774.20	88	50177	44284.14	88	.00	50177	5892.86	88
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	288041	337787.14	117	4556526	3688038.77	81	.00	4556526	868487.23	81
24-00	WORKER'S COMPENSATION	66811	106885.19	160	807970	662437.95	82	.00	807970	145532.05	82
24 **	WORKER'S COMPENSATION	66811	106885.19	160	807970	662437.95	82	.00	807970	145532.05	82
25-00	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	4511.52	45	.00	10000	5488.48	45
25 **	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	4511.52	45	.00	10000	5488.48	45
27-00	BENEFIT OFFSET	20880	18954.04	91	241053	202487.10	84	.00	241053	38565.90	84
27 **	BENEFIT OFFSET	20880	18954.04	91	241053	202487.10	84	.00	241053	38565.90	84
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	40118	46134.32	115	613577	402097.30	66	118123.14	613577	93356.56	85
31-01	LEGAL EXPENSES	11603	41107.73	354	526727	444301.61	84	80680.36	526727	1745.03	100
31-02	MEDICAL SERVICES	0	1105.55	0	47850	31004.45	65	.00	47850	16845.55	65
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	0	.00	0	13905	13905.00	100	.00	13905	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-11	USDA MANAGE FOREST GRANT	33125	24925.00	75	30000	24925.00	83	.00	30000	5075.00	83
31-13	FIND BV-C0-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM CIVIL RIGHTS	4284	.00	0	30000	12300.00	41	17700.00	30000	.00	100
31-16	HISTORICAL PRESERVATN	2011	7877.50	392	12081	7877.50	65	4203.50	12081	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	48223.50	0	364656	358699.97	98	5956.03	364656	.00	100
31 **	PROFESSIONAL SERVICES	91141	169373.60	186	1638796	1295110.83	79	226663.03	1638796	117022.14	93
32-00	ACCOUNTING & AUDITING	0	.00	0	74000	66000.00	89	.00	74000	8000.00	89
32 **	ACCOUNTING & AUDITING	0	.00	0	74000	66000.00	89	.00	74000	8000.00	89
34-00	CONTRACT SERVICES	150986	116657.52	77	1435678	1113932.45	78	135747.47	1435678	185998.08	87
34-03	CUSTOMER SERVICE CONTRACT	263730	262279.78	100	2901000	2938084.19	101	.00	2901000	37084.19-	101
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	10152-	39604.98	390-	437600	400960.46	92	.00	437600	36639.54	92
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	14108	13800.00	98	.00	14108	308.00	98
34 **	CONTRACT SERVICES	404564	418542.28	104	4788386	4466777.10	93	135747.47	4788386	185861.43	96
39-00	CONTINGENCY	359833	.00	0	4084509	.00	0	.00	4084509	4084509.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	17786-	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	342047	.00	0	4084509	.00	0	.00	4084509	4084509.00	0
40-00	TRAVEL & PER DIEM	12458	1954.98	16	94849	41221.10	44	.00	94849	53627.90	44
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	1300-	.00	0	2972	2972.00	100	.00	2972	.00	100
40 **	TRAVEL & PER DIEM	11158	1954.98	18	97821	44193.10	45	.00	97821	53627.90	45

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
41-00	COMMUNICATION	2690	11730.27	436	201607	159504.54	79	35638.69	201607	6463.77	97
41-35	VOCA-2022-COCOA PD-00181	156-	.00	0	0	.04-	0	.00	0	.04	0
41 **	COMMUNICATION	2534	11730.27	463	201607	159504.50	79	35638.69	201607	6463.81	97
42-00	POSTAGE & FREIGHT	57764	81387.91	141	499942	485613.79	97	9712.62-	499942	24040.83	95
42 **	POSTAGE & FREIGHT	57764	81387.91	141	499942	485613.79	97	9712.62-	499942	24040.83	95
43-00	ELECTRIC/WATER/SEWER	19798	66192.09	334	819491	682922.13	83	119438.87	819491	17130.00	98
43 **	ELECTRIC/WATER/SEWER	19798	66192.09	334	819491	682922.13	83	119438.87	819491	17130.00	98
44-00	RENTALS AND LEASES	4708	40935.79-	870-	104985	39457.96	38	101.50	104985	65425.54	38
44 **	RENTALS AND LEASES	4708	40935.79-	870-	104985	39457.96	38	101.50	104985	65425.54	38
45-00	INSURANCE	4101	3222.03-	79-	648830	645607.21	100	.00	648830	3222.79	100
45 **	INSURANCE	4101	3222.03-	79-	648830	645607.21	100	.00	648830	3222.79	100
46-00	REPAIRS & MAINTENANCE	81230	76409.27	94	1293719	680187.38	53	200648.25	1293719	412883.37	68
46-02	REPAIR/MAINTENANCE-BLDG	9881	83092.31	841	331927	306020.63	92	5686.68	331927	20219.69	94
46-03	REPAIR/MAINT-VEHICLES	60319	78579.75	130	499891	453833.20	91	18985.43	499891	27072.37	95
46-05	HYDRANT FEES	20818	20615.36	99	249805	247384.32	99	.00	249805	2420.68	99
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	172248	258696.69	150	2375342	1687425.53	71	225320.36	2375342	462596.11	81
47-00	PRINTING & BINDING	5188	17512.80	338	182818	155674.99	85	16548.50-	182818	43691.51	76
47 **	PRINTING & BINDING	5188	17512.80	338	182818	155674.99	85	16548.50-	182818	43691.51	76
48-00	PROMOTIONAL ACTIVITIES	7158	13115.72	183	68786	53392.85	78	1980.00	68786	13413.15	81
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7158	13115.72	183	68786	53392.85	78	1980.00	68786	13413.15	81
49-00	OTHER CHARGES & OBLIG.	159007	4132.96	3	407064	344519.80	85	52567.46	407064	9976.74	98
49-02	ADVERTISING	25	.00	0	300	115.94	39	.00	300	184.06	39
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-06	BROWNFIELD PROG CITY COST	424	.00	0	5000	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	74261.48	0	0	12851.91	0	.00	0	12851.91-	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1674	.00	0	20000	10000.00	50	.00	20000	10000.00	50
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	161130	78394.44	49	432364	367487.65	85	52567.46	432364	12308.89	97
51-00	OFFICE SUPPLIES	2676	2313.03	86	44457	22198.29	50	.00	44457	22258.71	50
51 **	OFFICE SUPPLIES	2676	2313.03	86	44457	22198.29	50	.00	44457	22258.71	50
52-00	OPERATING SUPPLIES	136036	141807.70	104	1026772	921723.95	90	15909.05	1026772	89139.00	91
52-02	UNIFORMS	12095	4684.14	39	68436	39423.52	58	10972.68	68436	18039.80	74
52-05	EMS 1st RESP-CONSUM SUPP	1646	10867.05	660	54465	44071.05	81	.00	54465	10393.95	81
52-07	JANITORIAL SUPPLIES	5434	1483.70	27	52555	34341.82	65	.00	52555	18213.18	65
52-10	HEATING FUEL	100	513.94	514	4743	3802.44	80	.00	4743	940.56	80
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	125-	.00	0	0	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	25444	22378.60	88	3065.40	25444	.00	100
52-26	BULLET PROOF VEST 2022	432	.00	0	3920	.00	0	3920.00	3920	.00	100
52-30	FUEL OIL & LUBRICANTS	1041-	47581.71	4571-	452580	279381.08	62	.00	452580	173198.92	62
52-33	EMPLOYEE HEALTH CENTER	0	18284.09	0	176400	136052.45	77	40347.55	176400	.00	100
52-35	VOCA-2022-COCOA PD-00181	65-	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	2836	.00	0	17021	17020.72	100	.00	17021	.28	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	157348	225222.33	143	1882336	1498195.63	80	74214.68	1882336	309925.69	84
53-00	ROAD MATERIALS/SUPPLIES	6206	2256.77	36	50263	49243.01	98	501.40	50263	518.59	99
53 **	ROAD MATERIALS/SUPPLIES	6206	2256.77	36	50263	49243.01	98	501.40	50263	518.59	99
54-00	MEMBERSHIP/PUBLICATIONS	14016	1937.20	14	98174	81495.98	83	.00	98174	16678.02	83
54 **	MEMBERSHIP/PUBLICATIONS	14016	1937.20	14	98174	81495.98	83	.00	98174	16678.02	83
55-00	TRAINING	1778-	8688.36	489-	141723	87315.95	62	6527.76	141723	47879.29	66
55-01	EDA PROGRAM	2657-	6172.50	232-	25756	8891.60	35	14181.50	25756	2682.90	90
55-02	P/F HS RECRUITMENT	5241	4116.00	79	20471	6343.70	31	14927.00	20471	799.70-	104
55-22	JAG 21-GG-01363	2580	.00	0	5988	5988.00	100	.00	5988	.00	100
55-35	VOCA-2022-COCOA PD-00181	76-	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	3310	18976.86	573	193938	108539.25	56	35636.26	193938	49762.49	74
56-15	IT-RELATED OPERATING EXP	2199701	49163.29	2	3013342	689029.14	23	58521.51	3013342	2265791.35	25
56-16	CYBERSECUR DMS 22/23-249	1	.00	0	1	.00	0	.00	1	1.00	0
56 **	TECHNOLOGY SYSTEMS	2199702	49163.29	2	3013343	689029.14	23	58521.51	3013343	2265792.35	25
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	48275	.00	0	241379	.00	0	.00	241379	241379.00	0
61 **	LAND	48275	.00	0	241379	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	58475	.00	0	841137	.00	0	67083.00	841137	774054.00	8

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	58475	.00	0	841137	.00	0	67083.00	841137	774054.00	8
63-00	INFRASTRUCTURE	204932	2424.70	1	2113371	323201.40	15	45934.35	2113371	1744235.25	18
63-07	IMPROVE OTHER THAN BLDG	1270881	.00	0	1348151	.00	0	.00	1348151	1348151.00	0
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	1475813	2424.70	0	3461522	323201.40	9	45934.35	3461522	3092386.25	11
64-00	MACHINERY AND EQUIPMENT	245998	112801.45	46	2730579	885639.94	32	1216980.92	2730579	627958.14	77
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	6551-	.00	0	41518	41517.68	100	.00	41518	.32	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA - INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	239447	112801.45	47	2772097	927157.62	33	1216980.92	2772097	627958.46	77
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	0	51034.92	0	0	51034.92	0	.00	0	51034.92-	0
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	51034.92	0	0	51034.92	0	.00	0	51034.92-	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-30	LEASE - COPIERS	0	661.08	0	0	661.08	0	.00	0	661.08-	0
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	661.08	0	0	661.08	0	.00	0	661.08-	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
81 **	AIDS TO GOVT AGENCY	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
82-01	ECON DEV INCENTIVE CONTR	4000	.00	0	20000	20000.00	100	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	4000	.00	0	20000	20000.00	100	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83-01	MISC GRANTS/DONATIONS	4174	689.25	17	50000	689.25	1	.00	50000	49310.75	1
83-11	UPSTART COCOA PROGRAM	500	.00	0	12500	12500.00	100	.00	12500	.00	100
83 **	OTHER GRANTS & AIDS	4674	689.25	15	62500	13189.25	21	.00	62500	49310.75	21
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	10448	120071.38	1149	1536101	1536101.00	100	.00	1536101	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	10448	120071.38	1149	1536101	1536101.00	100	.00	1536101	.00	100
FUND 001	TOTAL *********										
	GENERAL FUND	7905790	3968326.89	50	59328811	40848032.77	69	2270068.38	59328811	16210709.85	73
GRAND	TOTAL *********										
		7905790	3968326.89	50	59328811	40848032.77	69	2270068.38	59328811	16210709.85	73

FY 2023 Budget by Classification Report - Summary Listing

9/30/2023

Target for September 2023 is 100%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 72,221,630	$ -	$ 74,905,909	$ (2,684,279)	104%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 372,002	$ -	$ 1,403,381	$ (1,031,379)	377%
OTHER SOURCES (*NON-REVENUE)	$ 22,690,657	$ -	$ -	$ 22,690,657	0%
REVENUE TOTALS	**$ 95,284,289**	**$ -**	**$ 76,309,290**	**$ 18,974,999**	**80%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,253,909	$ -	$ 16,006,509	$ 3,247,400	83%
OPERATING EXPENDITURES	$ 25,146,499	$ 1,353,255	$ 18,250,545	$ 5,542,699	73%
CAPITAL OUTLAY	$ 7,663,307	$ 1,525,656	$ 392,040	$ 5,745,611	5%
GRANTS, AIDS AND OTHER	$ 43,220,574	$ -	$ 43,593,504	$ (372,930)	101%
EXPENSE TOTALS	**$ 95,284,289**	**$ 2,878,911**	**$ 78,242,598**	**$ 14,162,780**	85%
REVENUE TOTALS	**$ 95,284,289**	**$ -**	**$ 76,309,290**	**$ 18,974,999**	**80%**
EXPENSE TOTALS	**$ 95,284,289**	**$ 2,878,911**	**$ 78,242,598**	**$ 14,162,780**	**85%**
**	**$ -**	**$ (2,878,911)**	**$ (1,933,308)**	**$ 4,812,220**	

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	0	.00		0	.00		0	.00
03 11	WATER - COMMERCIAL	0	.00		0	.00		0	.00
03 20	SEWER - RESIDENTIAL	0	.00		0	.00		0	.00
03 21	SEWER - COMMERCIAL	0	.00		0	.00		0	.00
03 *	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324 **	IMPACT FEES	0	.00		0	.00		0	.00
320 ***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	5,052,609	5,406,854.78	107	60,631,253	62,187,914.20	103	60,631,253	1,556,661.20-
33 00	WATER CONNECTION FEE	47,274	111,518.52	236	567,211	905,384.24	160	567,211	338,173.24-
36 00	WATER HYDRANT FEES	327,420	336,990.12	103	3,928,996	4,023,121.59	102	3,928,996	94,125.59-
39 06	HYDRANT RESID FLOW TEST	145	1,960.00	1352	1,696	13,860.00	817	1,696	12,164.00-
39 07	BACKFLOW DEVICE TEST	12,812	18,815.36	147	153,700	226,042.69	147	153,700	72,342.69-
39 08	JUMPER METERS	0	360.00		742	3,220.00	434	742	2,478.00-
39 09	PLAN REVIEW/CONST INSPECT	0	4,620.00		12,720	54,540.00	429	12,720	41,820.00-
39 10	BACKFLOW PRV/RLCT TEMP	0	5.42		530	1,775.04	335	530	1,245.04-
39 *	WATER OTHER INCOME	12,957	25,760.78	199	169,388	299,437.73	177	169,388	130,049.73-
51 00	SEWER SALES	541,576	575,928.80	106	6,498,835	7,069,130.27	109	6,498,835	570,295.27-
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	541,576	575,928.80	106	6,498,835	7,069,130.27	109	6,498,835	570,295.27-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
53 02	SEWER CONN INDIAN HILLS	0	.00		0	2,946.85		0	2,946.85-
59 01	GREASE TRAP PERMITS	555	781.19	141	6,572	9,423.80	143	6,572	2,851.80-
60 00	REUSE WATER SALES	34,336	33,023.90	96	411,955	400,237.84	97	411,955	11,717.16
60 01	REUSE WATER INSTALLATION	622	25.48	4	7,420	8,312.30	112	7,420	892.30-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER SALES	34,958	33,049.38	95	419,375	408,550.14	97	419,375	10,824.86
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	6,017,349	6,490,883.57	108	72,221,630	74,905,908.82	104	72,221,630	2,684,278.82-
340 ***	CHARGES FOR SERVICES	6,017,349	6,490,883.57		72,221,630	74,905,908.82		72,221,630	2,684,278.82-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	10,028.09		0	87,610.60		0	87,610.60-
10 02	INVESTMENT INTEREST	20,329	105,631.59	520	243,849	791,955.06	325	243,849	548,106.06-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	20,329	115,659.68	569	243,849	879,565.66	361	243,849	635,716.66-
30 00	NET INC/DEC FMV INVESTMNT	0	116,491.50		0	687,148.78		0	687,148.78-
40 00	GAIN/(LOSS) SALE INVEST	0	78,988.16-		0	324,423.51-		0	324,423.51
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	78,988.16-		0	324,423.51-		0	324,423.51
361 **	INTEREST & OTHER EARNINGS	20,329	153,163.02	753	243,849	1,242,290.93	510	243,849	998,441.93-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	0	.00		1,378	1,300.00	94	1,378	78.00
362 **	RENT AND ROYALTIES	0	.00		1,378	1,300.00	94	1,378	78.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.06-		0	.06
10 00	GAIN/(LOSS)SALE OF F/A	837	39.64	5	10,000	19,177.18	192	10,000	9,177.18-
364 **	DISPOSITION FIXED ASSETS	837	39.64	5	10,000	19,177.12	192	10,000	9,177.12-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		3,180	17,237.88	542	3,180	14,057.88-
365 **	SALE SURPLUS MTRLS &SCRAP	265	.00		3,180	17,237.88	542	3,180	14,057.88-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,317	2,254.24	52	51,705	47,450.45	92	51,705	4,254.55

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	4,317	2,254.24	52	51,705	47,450.45	92	51,705	4,254.55
96	00	INSURANCE REFUND/PROCEEDS	10,315	8,031.49	78	61,890	75,924.39	123	61,890	14,034.39-
369	**	OTHER MISC REVENUES	14,632	10,285.73	70	113,595	123,374.84	109	113,595	9,779.84-
360	***	MISCELLANEOUS REVENUES	36,063	163,488.39		372,002	1,403,380.77		372,002	1,031,378.77-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	24	RENEW & REPLACE (424)	0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91	42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91	52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
10	00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
30	01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85	00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	2,076,970	.00		22,690,657	.00		22,690,657	22,690,657.00
99	*	BALANCE FORWARD	2,076,970	.00		22,690,657	.00		22,690,657	22,690,657.00
389	**	NON OPERATING SOURCES	2,076,970	.00		22,690,657	.00		22,690,657	22,690,657.00
380	***	OTHER SOURCES(NON-REV)	2,076,970	.00		22,690,657	.00		22,690,657	22,690,657.00
FUND TOTAL		WATER/SEWER FUND	8,130,382	6,654,371.96		95,284,289	76,309,289.59		95,284,289	18,974,999.41
GRAND TOTAL			8,130,382	6,654,371.96		95,284,289	76,309,289.59		95,284,289	18,974,999.41

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13885	12777.60	92	166565	159720.00	96	.00	166565	6845.00	96
11 **	EXECUTIVE SALARIES	13885	12777.60	92	166565	159720.00	96	.00	166565	6845.00	96
12-00	REGULAR SALARIES & WAGES	861988	733488.72	85	11120428	9072134.53	82	.00	11120428	2048293.47	82
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	31437	2804.25	9	85851	84448.77	98	.00	85851	1402.23	98
12-15	SETTLEMENT WAGES	5131	.00	0	5131	5130.07	100	.00	5131	.93	100
12 **	REGULAR SALARIES & WAGES	898556	736292.97	82	11211410	9161713.37	82	.00	11211410	2049696.63	82
13-00	OTHER SALARIES & WAGES	66978	36424.75	54	629059	511136.15	81	.00	629059	117922.85	81
13 **	OTHER SALARIES & WAGES	66978	36424.75	54	629059	511136.15	81	.00	629059	117922.85	81
14-00	OVERTIME	152057	68226.93	45	795328	792176.99	100	.00	795328	3151.01	100
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	152057	68226.93	45	795328	792176.99	100	.00	795328	3151.01	100
15-00	SPECIAL PAY	1936	25.00	1	7381	1800.00	24	.00	7381	5581.00	24
15 **	SPECIAL PAY	1936	25.00	1	7381	1800.00	24	.00	7381	5581.00	24
20-00	CLOTHING/SHOE ALLOWANCE	1989	935.00	47	23420	22035.00	94	.00	23420	1385.00	94
20 **	CLOTHING/SHOE ALLOWANCE	1989	935.00	47	23420	22035.00	94	.00	23420	1385.00	94
21-00	FICA TAXES	80533	64273.03	80	962405	801279.28	83	.00	962405	161125.72	83
21 **	FICA TAXES	80533	64273.03	80	962405	801279.28	83	.00	962405	161125.72	83
22-00	RETIREMENT CONTRIBUTIONS	129069	123368.66	96	1542849	1460701.30	95	.00	1542849	82147.70	95
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	441	392.78	89	5237	4901.51	94	.00	5237	335.49	94
22 **	RETIREMENT CONTRIBUTIONS	129510	123761.44	96	1548086	1465602.81	95	.00	1548086	82483.19	95
23-00	INSURANCES	4098	2822.30	69	48723	32512.64	67	.00	48723	16210.36	67
23-02	RETIREES OTHER INSURANCES	12892	9729.10	76	154616	126806.61	82	.00	154616	27809.39	82
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	167257	194020.50	116	2754567	2189617.47	80	.00	2754567	564949.53	80
23-05	HEALTH RETIREES 50%	1212	1788.64	148	14478	10731.84	74	.00	14478	3746.16	74
23-06	HEALTH RETIREES 100%	3581	5365.92	150	42928	33984.16	79	.00	42928	8943.84	79
23-07	DENTAL INSURANCE	11052	9001.20	81	132239	95404.23	72	.00	132239	36834.77	72
23-08	VISION INSURANCE	2089	1588.06	76	24749	18386.10	74	.00	24749	6362.90	74
23-09	LONG TERM DISABILITY	3153	2880.34	91	37176	33353.55	90	.00	37176	3822.45	90
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	205334	227196.06	111	3209476	2540796.60	79	.00	3209476	668679.40	79
24-00	WORKER'S COMPENSATION	43650	63719.82	146	522179	417634.91	80	.00	522179	104544.09	80
24 **	WORKER'S COMPENSATION	43650	63719.82	146	522179	417634.91	80	.00	522179	104544.09	80
25-00	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	6645.03	67	.00	10000	3354.97	67
25 **	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	6645.03	67	.00	10000	3354.97	67
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14050	11500.00	82	168600	125969.00	75	.00	168600	42631.00	75
27 **	BENEFIT OFFSET	14050	11500.00	82	168600	125969.00	75	.00	168600	42631.00	75
31-00	PROFESSIONAL SERVICES	32284	178.91	1	415306	98319.84	24	28918.75	415306	288067.41	31
31-01	LEGAL EXPENSES	33824	32692.90	97	418600	109670.21	26	45983.64	418600	262946.15	37
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	26076	161586.47	620	1614628	1225458.50	76	291387.56	1614628	97781.94	94
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	92184	194458.28	211	2448534	1433448.55	59	366289.95	2448534	648795.50	74
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	125759-	97592.17	78-	1521790	1370179.54	90	42945.92	1521790	108664.54	93
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	125759-	97592.17	78-	1521790	1370179.54	90	42945.92	1521790	108664.54	93
39-00	CONTINGENCY	185507-	.00	0	59555	.00	0	.00	59555	59555.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	185507-	.00	0	59555	.00	0	.00	59555	59555.00	0
40-00	TRAVEL AND PER DIEM	1472	867.00	59	16238	3777.36	23	.00	16238	12460.64	23
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1472	867.00	59	16238	3777.36	23	.00	16238	12460.64	23
41-00	COMMUNICATION	11556	14867.33	129	263907	168412.63	64	35892.10	263907	59602.27	77
41 **	COMMUNICATION	11556	14867.33	129	263907	168412.63	64	35892.10	263907	59602.27	77
42-00	FREIGHT & POSTAGE SERVICE	1177	1890.33	161	12315	5509.30	45	.00	12315	6805.70	45
42 **	FREIGHT & POSTAGE SERVICE	1177	1890.33	161	12315	5509.30	45	.00	12315	6805.70	45
43-00	ELECTRIC/WATER/SEWER	364004	209333.35	58	2296634	2038787.88	89	70565.09	2296634	187281.03	92
43 **	ELECTRIC/WATER/SEWER	364004	209333.35	58	2296634	2038787.88	89	70565.09	2296634	187281.03	92
44-00	RENTAL AND LEASES	5616	300.00	5	95601	60904.34	64	.00	95601	34696.66	64
44-21	DUKE ENERGY-GENERATOR	0	325260.00-	0	433680	.00	0	.00	433680	433680.00	0
44 **	RENTAL AND LEASES	5616	324960.00-	5786-	529281	60904.34	12	.00	529281	468376.66	12
45-00	INSURANCE	0	.00	0	705688	710093.72	101	.00	705688	4405.72-	101
45 **	INSURANCE	0	.00	0	705688	710093.72	101	.00	705688	4405.72-	101
46-00	REPAIRS & MAINTENANCE	459944	600594.94	131	6675339	5946818.31	89	346006.53	6675339	382514.16	94
46-02	REPAIR/MAINT BUILDING	484-	8067.60	1667-	122244	66407.38	54	21444.07	122244	34392.55	72

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	31904	61514.94	193	319302	249038.01	78	10277.35	319302	59986.64	81
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	491364	670177.48	136	7116885	6262263.70	88	377727.95	7116885	476893.35	93
47-00	PRINTING & BINDING	755	.00	0	7820	6640.00	85	.00	7820	1180.00	85
47 **	PRINTING & BINDING	755	.00	0	7820	6640.00	85	.00	7820	1180.00	85
48-00	PROMOTIONAL ACTIVITIES	1674	550.84	33	20000	9308.04	47	.00	20000	10691.96	47
48 **	PROMOTIONAL ACTIVITIES	1674	550.84	33	20000	9308.04	47	.00	20000	10691.96	47
49-00	OTHER CHARGES & OBLIG.	100319	23646.99-	24-	187289	142430.06	76	.00	187289	44858.94	76
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	120293.62	0	0	47835.96	0	.00	0	47835.96-	0
49-08	CASH OVER & UNDER	0	192.88	0	0	22.43-	0	.00	0	22.43	0
49-09	DOCUMENT RECORDING CHGS	860	121.30-	14-	6120	4273.90-	70-	1093.90	6120	9300.00	52-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	101179	96718.21	96	193409	185969.69	96	1093.90	193409	6345.41	97
51-00	OFFICE SUPPLIES	1961	1071.45	55	23114	15443.42	67	.00	23114	7670.58	67
51 **	OFFICE SUPPLIES	1961	1071.45	55	23114	15443.42	67	.00	23114	7670.58	67
52-00	OPERATING SUPPLIES	54681	44436.47	81	830613	728526.26	88	1190.88	830613	100895.86	88
52-07	JANITORIAL SUPPLIES	1115	836.23	75	10240	10250.96	100	.00	10240	10.96-	100
52-09	CHEMICALS	196792-	355490.48	181-	4837868	4390144.60	91	443451.56	4837868	4271.84	100
52-30	FUEL OIL & LUBRICANTS	55233	75104.09	136	701457	441006.60	63	1081.77	701457	259368.63	63
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	85763-	475867.27	555-	6380178	5569928.42	87	445724.21	6380178	364525.37	94
53-00	ROAD MATERIALS/SUPPLIES	130	136.36	105	39549	28088.64	71	.00	39549	11460.36	71

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	130	136.36	105	39549	28088.64	71	.00	39549	11460.36	71
54-00	MEMBERSHIP/PUBLICATIONS	374	.00	0	41754	35409.18	85	.00	41754	6344.82	85
54 **	MEMBERSHIP/PUBLICATIONS	374	.00	0	41754	35409.18	85	.00	41754	6344.82	85
55-00	TRAINING	101	396.77	393	51791	19922.29	39	13015.93	51791	18852.78	64
55-01	EDA PROGRAM	424	.00	0	5000	3066.57	61	.00	5000	1933.43	61
55 **	TRAINING	525	396.77	76	56791	22988.86	41	13015.93	56791	20786.21	63
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	286158	10717.01	4	3413057	323124.10	10	.00	3413057	3089932.90	10
56 **	TECHNOLOGY SYSTEMS	286158	10717.01	4	3413057	323124.10	10	.00	3413057	3089932.90	10
59-00	DEPRECIATION EXPENSE	0	.00	0	0	267.20	0	.00	0	267.20-	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	267.20	0	.00	0	267.20-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	2626	.00	0	38490	.00	0	.00	38490	38490.00	0
62 **	BUILDINGS	2626	.00	0	38490	.00	0	.00	38490	38490.00	0
63-00	INFRASTRUCTURE	210262	122770.69	58	4783218	362690.11	8	477157.36	4783218	3943370.53	18
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	210262	122770.69	58	4783218	362690.11	8	477157.36	4783218	3943370.53	18
64-00	MACHINERY & EQUIPMENT	174119	114236.34	66	2163441	753422.57	35	680547.00	2163441	729471.43	66
64-15	IT HARDWARE	83754	.00	0	678158	254220.80	38	367952.00	678158	55985.20	92
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	257873	114236.34	44	2841599	1007643.37	36	1048499.00	2841599	785456.63	72
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	342696.82-	0	0	978293.37-	0	.00	0	978293.37	0
69 **	PROPRIETARY FUNDS	0	342696.82-	0	0	978293.37-	0	.00	0	978293.37	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	0	329728.69	0	0	329728.69	0	.00	0	329728.69-	0
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	329728.69	0	0	329728.69	0	.00	0	329728.69-	0
72-32	LEASED ASSET-GENERATOR	0	103951.31	0	0	103951.31	0	.00	0	103951.31-	0
72-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	103951.31	0	0	103951.31	0	.00	0	103951.31-	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	3100	2350.00	76	.00	3100	750.00	76
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	0	.00	0	3100	2350.00	76	.00	3100	750.00	76
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1200	1200.00	100	.00	1200	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	1200	1200.00	100	.00	1200	.00	100
91-01	TO GENERAL FUND (001)	22093	.00	0	62368	62368.00	100	.00	62368	.00	100
91-02	TO GEN FUND ROI (001)	588004	587997.62	100	7055971	7055971.00	100	.00	7055971	.00	100
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-24	RENEWAL & REPLACE (424)	833343	.00	0	19652697	19592697.00	100	.00	19652697	60000.00	100
91-25	TO RESTRCTD ASSET (425)	647	594745.47	1924	7134706	7134706.00	100	.00	7134706	.00	100
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1444087	1182743.09	82	33905742	33845742.00	100	.00	33905742	60000.00	100
94-01	TXFR TO GF OH ALLOC (001)	0	632527.62	0	7590331	7590331.00	100	.00	7590331	.00	100
94 **	INTERFUND TRANSFER	0	632527.62	0	7590331	7590331.00	100	.00	7590331	.00	100
95-01	TXFR TO GF 6% PLOFF (001)	0	143350.12	0	1720201	1720201.00	100	.00	1720201	.00	100
95 **	NONOPERATING	0	143350.12	0	1720201	1720201.00	100	.00	1720201	.00	100
FUND 421	TOTAL *********										
	WATER/SEWER FUND	4487363	5081427.49	113	95284289	78242597.82	82	2878911.41	95284289	14162779.77	85
GRAND	TOTAL *********										
		4487363	5081427.49	113	95284289	78242597.82	82	2878911.41	95284289	14162779.77	85

FY 2023 Budget by Classification Report - Summary Listing

9/30/2023

Target for September 2023 is 100%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
***STORMWATER ASSESSMENT**	$ 2,187,717	$ -	$ 2,122,264	$ 65,453	97%
CHARGES FOR SERVICES	$ -	$ -	$ (1,122)	$ 1,122	0%
INTERGOVERNMENTAL/GRANT	$ 938,000	$ -	$ 50,000	$ 888,000	5%
MISCELLANEOUS	$ 5,137	$ -	$ 71,337	$ (66,200)	1389%
OTHER SOURCES (NON-REVENUE)	$ 378,824	$ -	$ -	$ 378,824	0%
REVENUE TOTALS	**$ 3,509,678**	**$ -**	**$ 2,242,479**	**$ 1,267,199**	**64%**
EXPENSE					
SALARIES AND BENEFITS	$ 673,366	$ -	$ 508,670	$ 164,696	76%
OPERATING EXPENDITURES	$ 908,510	$ 65,434	$ 360,409	$ 482,667	40%
CAPITAL OUTLAY	$ 1,626,570	$ 111,609	$ 267,040	$ 1,247,921	16%
OTHER SOURCES (NON-REVENUE)	$ 301,232	$ -	$ 301,232	$ -	100%
EXPENSE TOTALS	**$ 3,509,678**	**$ 177,043**	**$ 1,437,351**	**$ 1,895,284**	**46%**
REVENUE TOTALS	**$ 3,509,678**	**$ -**	**$ 2,242,479**	**$ 1,267,199**	**64%**
EXPENSE TOTALS	**$ 3,509,678**	**$ 177,043**	**$ 1,437,351**	**$ 1,895,284**	**46%**
	$ -	**$ (177,043)**	**$ 805,128**	**$ (628,085)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	STRMWTR SPEC ASSMNT	51,091	.00		2,082,485	1,986,941.13	95	2,082,485	95,543.87
23	02	DELINQUENT TAX	0	637.77		0	1,096.07-		0	1,096.07
23	03	PENALTIES	0	47.83		0	4,948.03		0	4,948.03-
23	04	TAX CERTIFICATES	11,696	.00		105,232	131,470.64	125	105,232	26,238.64-
23	*	STORMWATER	62,787	685.60	1	2,187,717	2,122,263.73	97	2,187,717	65,453.27
325	**	SPECIAL ASSESSMENT	62,787	685.60	1	2,187,717	2,122,263.73	97	2,187,717	65,453.27
320	***	OTHER PERMITS & FEES	62,787	685.60		2,187,717	2,122,263.73		2,187,717	65,453.27
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
50	01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
36	35	US1/FOREST AV S/W FACILTY	40,000	.00		120,000	.00		120,000	120,000.00
36	36	N FSK S/W PND FLOAT WTLND	256,000	.00		768,000	.00		768,000	768,000.00
36	69	DIX/IRVR DR RESIL 23FRP03	0	.00		0	.00		0	.00
36	*	STORMWATER MANAGEMENT	296,000	.00		888,000	.00		888,000	888,000.00
334	**	STATE GRANT	296,000	.00		888,000	.00		888,000	888,000.00
338		SHARED REVENUE LOCAL UNIT								
10	00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10	02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10	05	SAVE OUR INDIAN RVR LAGN	16,666	.00		50,000	50,000.00	100	50,000	.00
10	*	SHARED REV - BREVARD CTY	16,666	.00		50,000	50,000.00	100	50,000	.00
338	**	SHARED REVENUE LOCAL UNIT	16,666	.00		50,000	50,000.00	100	50,000	.00
330	***	INTERGOVERNMENTAL REVENUE	312,666	.00		938,000	50,000.00		938,000	888,000.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	.00		0	1,122.38-		0	1,122.38
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	0	.00		0	1,122.38-		0	1,122.38
343	**	PHYSICAL ENVIRONMENT	0	.00		0	1,122.38-		0	1,122.38
340	***	CHARGES FOR SERVICES	0	.00		0	1,122.38-		0	1,122.38

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	1,602.35		4,737	36,493.84	770	4,737	31,756.84-
10 02	INVESTMENT INTEREST	0	288.08		0	2,289.97		0	2,289.97-
10 10	SBA ACCOUNT 121328	0	6,143.17		0	6,324.67		0	6,324.67-
10 *	INTEREST	0	8,033.60		4,737	45,108.48	952	4,737	40,371.48-
30 00	NET INC/DEC FMV INVESTMNT	0	872.58		0	4,720.34		0	4,720.34-
40 00	GAIN/(LOSS) SALE INVEST	0	576.56-		0	2,232.03-		0	2,232.03
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	576.56-		0	2,232.03-		0	2,232.03
361 **	INTEREST & OTHER EARNINGS	0	8,329.62		4,737	47,596.79	1005	4,737	42,859.79-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	37	.00		400	3,353.17	838	400	2,953.17-
369 **	OTHER MISC REVENUES	37	.00		400	3,353.17	838	400	2,953.17-
360 ***	MISCELLANEOUS REVENUES	37	8,329.62		5,137	71,337.46		5,137	66,200.46-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	20,060	.00		378,824	.00		378,824	378,824.00
99 *	BALANCE FORWARD	20,060	.00		378,824	.00		378,824	378,824.00
389 **	NON OPERATING SOURCES	20,060	.00		378,824	.00		378,824	378,824.00
380 ***	OTHER SOURCES(NON-REV)	20,060	.00		378,824	.00		378,824	378,824.00
FUND TOTAL	STORMWATER UTILITY	395,550	9,015.22		3,509,678	2,242,478.81		3,509,678	1,267,199.19
GRAND TOTAL		395,550	9,015.22		3,509,678	2,242,478.81		3,509,678	1,267,199.19

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	33995	19048.09	56	409391	318034.55	78	.00	409391	91356.45	78
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	93	.00	0	369	368.67	100	.00	369	.33	100
12 **	REGULAR SALARIES & WAGES	34088	19048.09	56	409760	318403.22	78	.00	409760	91356.78	78
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	584	739.10	127	6887	6896.06	100	.00	6887	9.06-	100
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	584	739.10	127	6887	6896.06	100	.00	6887	9.06-	100
15-00	SPECIAL PAY	75	25.00	33	75	75.00	100	.00	75	.00	100
15 **	SPECIAL PAY	75	25.00	33	75	75.00	100	.00	75	.00	100
20-00	CLOTHING/SHOE ALLOWANCE	70	.00	0	840	600.00	71	.00	840	240.00	71
20 **	CLOTHING/SHOE ALLOWANCE	70	.00	0	840	600.00	71	.00	840	240.00	71
21-00	FICA TAXES	2631	1473.80	56	31561	24652.17	78	.00	31561	6908.83	78
21 **	FICA TAXES	2631	1473.80	56	31561	24652.17	78	.00	31561	6908.83	78
22-00	RETIREMENT CONTRIBUTIONS	3798	2685.13	71	45510	39734.54	87	.00	45510	5775.46	87
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3798	2685.13	71	45510	39734.54	87	.00	45510	5775.46	87
23-00	INSURANCES	128	92.92	73	1437	1152.95	80	.00	1437	284.05	80
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	9223	5814.36	63	110599	66477.20	60	.00	110599	44121.80	60
23-07	DENTAL INSURANCE	358	266.06	74	4241	2735.42	65	.00	4241	1505.58	65
23-08	VISION INSURANCE	70	48.30	69	840	530.13	63	.00	840	309.87	63
23-09	LONG TERM DISABILITY	131	93.58	71	1462	1165.21	80	.00	1462	296.79	80
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	9910	6315.22	64	118579	72060.91	61	.00	118579	46518.09	61
24-00	WORKER'S COMPENSATION	4422	6250.08	141	52954	42248.42	80	.00	52954	10705.58	80
24 **	WORKER'S COMPENSATION	4422	6250.08	141	52954	42248.42	80	.00	52954	10705.58	80
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	600	200.00	33	7200	4000.00	56	.00	7200	3200.00	56
27 **	BENEFIT OFFSET	600	200.00	33	7200	4000.00	56	.00	7200	3200.00	56
31-00	PROFESSIONAL SERVICES	18117	18089.51	100	228187	68402.06	30	58035.38	228187	101749.56	55
31-01	LEGAL EXPENSES	49	.00	0	500	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	18166	18089.51	100	228687	68402.06	30	58035.38	228687	102249.56	55
34-00	CONTRACT SERVICES	5263	16188.09	308	98221	70705.20	72	4251.66	98221	23264.14	76
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	5263	16188.09	308	98221	70705.20	72	4251.66	98221	23264.14	76
39-00	CONTINGENCY	4175-	.00	0	276085	.00	0	.00	276085	276085.00	0
39 **	CONTINGENCY	4175-	.00	0	276085	.00	0	.00	276085	276085.00	0
40-00	TRAVEL & PER DIEM	243	.00	0	2850	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	243	.00	0	2850	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	0	90.56	0	2076	769.87	37	1306.11	2076	.02	100
41 **	COMMUNICATION	0	90.56	0	2076	769.87	37	1306.11	2076	.02	100
42-00	POSTAGE & FREIGHT	49	.00	0	500	46.92	9	.00	500	453.08	9
42 **	POSTAGE & FREIGHT	49	.00	0	500	46.92	9	.00	500	453.08	9
43-00	ELECTRIC/WATER/SEWER	204	1193.18	585	15000	11979.93	80	790.86	15000	2229.21	85

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	204	1193.18	585	15000	11979.93	80	790.86	15000	2229.21	85
44-00	RENTALS AND LEASES	212	.00	0	2500	3063.02	123	.00	2500	563.02-	123
44 **	RENTALS AND LEASES	212	.00	0	2500	3063.02	123	.00	2500	563.02-	123
45-00	INSURANCE	0	.00	0	14568	14681.78	101	.00	14568	113.78-	101
45 **	INSURANCE	0	.00	0	14568	14681.78	101	.00	14568	113.78-	101
46-00	REPAIRS & MAINTENANCE	8645	7961.66	92	100870	110291.43	109	600.00	100870	10021.43-	110
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	8989	2216.06	25	107592	29381.63	27	.00	107592	78210.37	27
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	17634	10177.72	58	208462	139673.06	67	600.00	208462	68188.94	67
47-00	PRINTING & BINDING	49	.00	0	500	219.44	44	.00	500	280.56	44
47 **	PRINTING & BINDING	49	.00	0	500	219.44	44	.00	500	280.56	44
49-00	OTHER CHARGES & OBLIG.	749	.00	0	3163	3162.39	100	.00	3163	.61	100
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	79.76	0	0	2494.54-	0	.00	0	2494.54	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	749	79.76	11	3163	667.85	21	.00	3163	2495.15	21
51-00	OFFICE SUPPLIES	49	.00	0	500	215.15	43	.00	500	284.85	43
51 **	OFFICE SUPPLIES	49	.00	0	500	215.15	43	.00	500	284.85	43
52-00	OPERATING SUPPLIES	878-	1238.43	141-	5970	4570.11	77	450.00	5970	949.89	84
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	3432	2828.60	82	41118	40608.62	99	.00	41118	509.38	99
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	2554	4067.03	159	47088	45178.73	96	450.00	47088	1459.27	97

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	100	.00	0	750	650.00	87	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	100	.00	0	750	650.00	87	.00	750	100.00	87
55-00	TRAINING	518	.00	0	4800	1395.52	29	.00	4800	3404.48	29
55 **	TRAINING	518	.00	0	4800	1395.52	29	.00	4800	3404.48	29
56-15	IT-RELATED OPERATING EXP	444	230.00	52	2760	2760.00	100	.00	2760	.00	100
56 **	TECHNOLOGY SYSTEMS	444	230.00	52	2760	2760.00	100	.00	2760	.00	100
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	24265	.00	0	660158	267039.67	41	62260.33	660158	330858.00	50
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	40000	.00	0	120000	.00	0	.00	120000	120000.00	0
63-36	N FSK S/W PND FLOAT WTLND	256000	.00	0	768000	.00	0	.00	768000	768000.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	320265	.00	0	1548158	267039.67	17	62260.33	1548158	1218858.00	21
64-00	MACHINERY & EQUIPMENT	2783-	.00	0	78412	29062.42	37	49349.00	78412	.58	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	2783-	.00	0	78412	29062.42	37	49349.00	78412	.58	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	29062.42-	0	.00	0	29062.42	0
69 **	PROPRIETARY FUND	0	.00	0	0	29062.42-	0	.00	0	29062.42	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	1277	.00	0	3610	3610.00	100	.00	3610	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1277	.00	0	3610	3610.00	100	.00	3610	.00	100
94-01	TXFR TO GF OH ALLOC (001)	0	24801.87	0	297622	297622.00	100	.00	297622	.00	100
94 **	INTERFUND TRANSFER	0	24801.87	0	297622	297622.00	100	.00	297622	.00	100
FUND 423	TOTAL *********										
	STORMWATER UTILITY	416996	111654.14	27	3509678	1437350.52	41	177043.34	3509678	1895284.14	46
GRAND	TOTAL *********										
		416996	111654.14	27	3509678	1437350.52	41	177043.34	3509678	1895284.14	46

Legislation Details (With Text)

File #:	23-708	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/6/2023			**In control:**	City Council
On agenda:	11/14/2023			**Final action:**	
Title:	City Council Bi-Weekly Report (October 20 - November 9, 2023)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 6, 2023
Agenda Date: November 14, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
City Council Bi-Weekly Report (October 20 - November 9, 2023)

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

powered by Legistar™

N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: October 20 – November 9, 2023

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: 8 received/ 6 closed out - $26.55 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Preston Ault – Firefighter/EMT, Fire/Operations, November 6, 2023
  - Lucas Diaz – Firefighter/EMT, Fire/Operations, November 6, 2023
  - Trevor Harris – Firefighter/EMT, Fire/Operations, November 6, 2023
  - Kristian Williams – Firefighter/EMT, Fire/Operations, November 6, 2023
  - Charles Banks – Utilites Mechanic I, Utilities/Dyal, October 30, 2023
  - Jaylen Lawrence – Maintenance Worker I, Utilities/Sellers, October 30, 2023
  - Kevin Troutman – Maintenance Worker I, Utilities/Sellers, October 30, 2023
- Recent promotions
  - Joseph Gibson – Supervisor III, Utilities/Sellers, October 16, 2023
  - Christopher Moderson – Police Sergeant, Police/Administration, October 9, 2023
  - Shawn Wedlowe – Police Officer, Police/Administration, October 4, 2023
- Key retirements
  - Jeremy Ondo – Police Lieutenant (IA), November 17, 2023, 25 years
  - Michael Randall – Utilites Mechanic I, Utilities/Water Field Operations, November 16, 2023, 25 years
  - Renee Spalding – Administrative Assistant, October 23, 2023, 33 years

Communication and Economic Development

- New news releases:
  - Groundbreaking Ceremony to be held Nov 14th for Provost Park Redevelopment
  - New Lagoon Recreation Signs Installed at Riverfront Park and Bracco Park
  - Cocoa PD Partners for Mobile Response Program
  - Groundbreaking Ceremony to be held for Affordable Housing Subdivision in Diamond Square
- Media Stories:
  - Cambridge Walk and roll to school
  - Central Brevard Library Vision and Resource Technology Fair
  - Former Titusville councilman appointed to Cocoa City Council to fill vacancy left by Rip Dyal
  - Public Service: Cocoa Police Lt. Jeremy Ondo Retires After 25 Years of Dedicated Service
  - Cocoa Police Department to Host DEA's National Drug Take Back Day on Saturday, October 28
  - Cocoa Police K9 'Copper' Comforts Students at Emma Jewel Charter Academy Whose Teacher Passed Away
  - New water transmission mains to bring water to beachside customers
- Upcoming Events:
  - November 14, 2023: Groundbreaking Ceremony for Provost Park, 9:00am
  - December 2, 2023: Centennial Celebration for the Harry T. Moore Center, 5-8p
  - January 16, 2024: Annual Economic Development Update Business Networking Event
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 11,199
    - Post engagement: 2,223
    - Followers: 15,152
  - Twitter
    - Impressions: 2,957
    - Followers: 3,171
  - LinkedIn
    - Post impressions: 719
    - Followers: 1,137
  - NextDoor
    - Impressions: 1,469
    - Members: 4,407
  - November e-newsletter (Sent 11/3/23)
    - Sent to 681 contacts
    - 45% open rate (average open rate for e-mail marketing in 2022 is 17%)
  - Next printed FYI Newsletter mails January 1, 2024.

- Upcoming special events at Leisure Services facilities:
  - **Space Coast Transportation Planning Organization World Day of Rememberance Ceremony**
    - November 19, 2023, 10am-12pm
    - Riverfront Park
  - **HCVMS Shop Small Sip & Stroll**
    - November 25, 2023, 5-9p
    - Cocoa Village
  - **Running Zone Founation & Space Coast Runners Annual Space Coast Marathon and Half Marathon**
    - November 26, 2023, 6a-1p
    - Cocoa Village and Riverfront Park

Community Services - update 11/6/23 (October 1-31)

- **New businesses – October 1-31**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District
Petrillo Plumbing Services, inc (name change)	2315 N Cocoa Blvd, 32922	0	0	4
Bell Eve Inc (address change)	1451 Dixon Blvd 32922	1	4	2
Craft & Needle (Sewing Classes)	631 Brevard Ave Unit C, 32922	0	0	1
Mike Erdman Motors Inc, Mike Erdman Cadillac	4800 Highway 520 unit #102, 32926	19	0	3
Invision Sign / VDM CC Retail Development,LLC	951 N Cocoa Blvd, 32922	3	2	2
Clearlake Liquors, Inc # 2 Publix Commons	2301 Highway 524 Unit A101, 32926	2	1	3

The Man-O-War Tattoo Company, LLC	**1281 W King Street, 32922**	**1**	**0**	**1**
Home Business BTR	**Physical Address**	**# FT Employees**	**# Pt Employees**	**Council District**
4 Two Epoxy, LLC	**350 Sorrento Drive, 32922**	**1**	**0**	**1**

- **Permit/Inspection stats**

Fiscal Year 2022 Permits – 1626 Fiscal Year 2023 Permits – 1558

Permits down 4% from FY 2022

Fiscal Year 2022 Inspections – 6573 Fiscal Year 2023 Inspection – 3930

Inspections down 40% from FY 2022

Finance

- No report.

Fire Department

- FireBlast training trailer remains at PRIDE getting body work completed.
- November calls for service 532 (61% EMS, 39% Fire Related)
- Recruit Firefighters continue to improve in EMS skills and are fitting in with the crews.
- Multiple Public Relations events attended by crews.
- 4 New Hire Firefighters Started on 11/6/23 (Lucas Diaz, Preston Ault, Trevor Harris, and Kristian Williams)
- New Hires to be sworn in on 11/17/23 at 2pm at Fire Station 1.
- Large Scale EMS drill with Rockledge Hospital, BCFR, TRauma Surgeons from all the hosptials, and Cocoa Fire Rescue scheduled for 11/13/23.

Information Technology

- Project updates/highlights

- PD Server hardware successfully upgraded
- ITB for replacement Storage Area Network (SAN) closed and bids were opened
- EFSC intern has begun in IT

- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department Updated 11/06/23

- Activity/Event highlights
  - 10/26/23- FIBRS Review and Verification Training
  - 10/26/23- Police Advisory Board
  - 10/31/23- Radio meeting at Brevard EOC
  - 11/01/23- Groundbreaking for the Michael C. Blake Subdivision
  - 11/02/23-SIU Funds meeting at CH
  - 11/02/23-CRIMES meeting

- New project/training updates
  - None

- Chief's walk highlights
  - 10/25/23-District 3 Saxton Rd. and Orsino Lane
  - 10/26/23-District 2 Sara Lou Acres (Prospect Ave and Lynell Lane)

- Community engagement highlights/events
  - 10/25/23-Presentation for the kids at St. Mark's Episcopal Church in reference to public safety and a K9 Copper meet and greet. Topics covered will be drug abuse, bullying, dealing with strangers and computer cyber stalking. Projector/laptop along with an auditorium will be used to present to the students.
  - 10/25/23- 800 N Fiske Unit Apartment Giveaway

- Call stats-Crime Stats: January 1, 2023- October 29, 2023 (For comparison purposes January 1, 2022- September 4, 2022, data is also included)
  - Property Crimes Offenses have decreased by 5%.
  - Violent Crime Offenses increased by 16% compared to YTD 2022.
  - Overall, crime offenses have decreased by 3%.
  - Calls for Service decreased 1% (61,980 in 2022 compared to 61,450 in 2023)

- Code Enforcement stats/highlights/Activity:

Active Cases	176
Complied Cases	62

Code Board Cases scheduled for	8
Snipe Signs Pulled	47

Highlights:

- Working multiple issues in the village
- Sweeping Homeless Camp Sites for Clean-up

Other Facts:

- Working on several issues along Indian River Drive

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – Project Kick-off Meeting held on Tuesday, October 24th.
  - Parks Projects
    - Provost – Groundbreaking scheduled for November 14th.
    - Don Stradley Memorial Park- City Council request to approve a Task Order/Purchase Order to W&J Construction Corporation for the Guaranteed Maximum Price (GMP) of $621,637 for improvements to the Football Field at Don "Mo" Stradley Memorial Park on November 14th Meeting Agenda.
- Work order stats (received/closed)
  - 155 received
  - 133 closed
  - Residential Bulk Green Waste Requests: 58
- 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) – Construction Fall 2023
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC

- Brightline will double its train service between Orlando and Miami. Brightline will begin running 30 trains daily starting October 9, with 15 daily departures from Miami and Orlando.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations - October
  - WFO Issued Work Orders – 1,131
  - WFO Completed Work Orders – 1,834
  - Hydrants Flushed – 369
  - Valves Exercised – 379
  - Utility Locate Requests – 2,262
  - SFO Issued Work Orders – 165
  - SFO Completed Work Orders – 151