City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, November 13, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-523 Approve the Agenda for the Regular meeting of November 13, 2019, as presented or with amendments.

Attachments: 11-13-19 Short Agenda ADA.pdf

MINUTES:

II.2(a) 19-524 Approve the Minutes for the Regular meeting of September 11, 2019, as written or with amendments.

Attachments: 09-11-2019 Minutes.pdf
EXHIBIT A- Indian River Lagoon National Estuary Program Presentation.pdf
EXHIBIT B-Stantec Stormwater Rate Study.pdf
EXHIBIT C-FY2020 Budget 1st Public Hearing (091119)F.pdf

II.2(b) 19-525 Approve the Minutes for the Regular meeting of September 25, 2019, as written or with amendments.

Attachments: 09-25-2019 Minutes.pdf
EXHIBIT A- Comp Plan CC presentation by SME.pdf
EXHIBIT B-FY2020 Budget Final Public Hearing (091119)F.pdf

II.2(c) 19-526 Approve the Minutes for the Regular meeting of October 9, 2019, as written or with amendments.

Attachments: 10-09-2019 Minutes.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-527 Presentation and Proclamation on "Hot Cocoa Holidays". (Historic Cocoa Village Main Street)

Attachments: Hot Cocoa Holidays Month.pdf

III.2 19-550 Presentation of the 2019 Distinguished Budget Presentation Award. (Finance Director)

Attachments: Distinquished Budget Presentation 2019 Award.pdf
Certificate of Reconition 2019.pdf
Letter 2019.pdf

III.3 19-577 Proclamation: Proclaiming December 1, 2019 as "World AIDS Day". (Mayor Williams)

Attachments: World AIDS Day.pdf

IV. DELEGATIONS:

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

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 19-359 Authorize the City Manager to Approve a Purchase Order for FY-2020 NAPA IBS Operational and Management Expenditures of $108,000. (Public Works Director)

Attachments: SEPTEMBER 201992.pdf
AUGUST 201982.pdf
JULY - 201972.pdf
CLERKS J.pdf
FILE#17-358.pdf
IBS-CONTRACT.pdf
NAPA 061015-GPC Contract Extension 2018_0.pdf
PARTS SUPPLIERS.pdf

VI.2 19-480 Authorize the City Manager to Approve a FY20 Purchase Order to JSR Enterprise East Coast LLC, Melbourne, Florida, for Additional Work related to the Removal, Disposal and Replacement of an Above Ground Diesel Fuel Tank at Banana River Pump Station. (Utilities Director)

Attachments:
Original PO 74034.pdf
Quote 3760.pdf
Inv_3351_from_JSR_Enterprises_East_Coast_LLC_10356.pdf
CO - JSR Enterprises East Coast LLC - 6.19.19.pdf
INV. 3122 42550.50.pdf
INV. 3350 4783.50.pdf
BAF FY19- 119.pdf

VI.3 19-481 Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2020. (Finance Director)

VI.4 19-499 Approve Participation in a Cooperative Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019 through August 16, 2021 and authorize City Manager to approve Related Blanket Purchase Order. (Utilities Director)

Attachments:
Manatee County Contract Exhibit B Pricing.pdf
Manatee County Contract Water Parts Price List.pdf
Manatee County Email Approval.pdf
Manatee County-Sunstate Contract 19-R072004CB Neptune Meters and Parts.

VI.5 19-501

Approve participation in cooperative purchase agreements using the Florida Sheriffs Association Contract# FSA19-VEL27.0 for the vehicles and equipment to purchase from Garber Ford and the City of Tampa Contract# 2-18 with Dana Safety Supply for lightbars and accessories. Approve a Budget Transfer Adjustment to Utilize General Fund Contingency to allocate additional funding for six 2020 Ford Police Utility Hybrid Police Interceptors, with the powertrain option. Authorize the City Manager to Approve a Purchase Order for the Purchase of the Vehicles from Garber Ford in the Amount of $213,558 and from Dana Safety Supply, Inc. in the Amount of $54,169. (Public Works Director)

Attachments:
Light Bars.pdf
police hybrid.pdf
Tampa Contract 2-18 Complete Packet.pdf
Vehicle_TC_-_VendorLink_Final_Bid_Document.pdf
COCOA_UTILLITY HYBRID FSA.pdf
SO302368 COCOA 2020 EXPLORER BLUE PRINT PATROL.pdf
SO302369 COCOA 2020 EXPLORER BLUE PRINT SGT.pdf
TAMPA CONTRACT 2019 2020 RENEWAL.pdf
Budget Resolution FY 2020 (003).docx
BAF 20-011-T-PD-Additional Hybrid Vehicle (11-13-19) Agenda 19-501.pdf

VI.6 19-504

Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106. (Utilities Director)

Attachments:
Cocoa FY 2020 Proposal.pdf
RENEWAL_LETTER.docx.pdf
Renewal Letter to Apr 2019.pdf
Contract between City of Palm Coast and CCI.pdf

VI.7 19-513

Approve a Resolution Amending the FY 2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-11 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone J Indian River Drive Septic to Sewer, Project No. WS20G2; Authorize City Manager to Approve Related purchase Order. (Utilities Director)

Attachments:
TO (2020-11) BUSSEN MAYER_$84510 (10-14-19) UT.pdf
T.O. 2020-11 - Proposal.pdf
Budget Resolution FY 2020 (003).docx
BAF 20-009-T -UT-WS20G2 Gravity Sewer (11-13-19) Agenda 19-513.pdf

VI.8 19-514 Approve Task Order 2020-10 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $105,369. (Utilities Director)

Attachments: TO (2020-10) CAROLLO $105368.45 (10-8-19) UT.pdf
2019.10.03_TO10_Cocoa_SCADA_Scope of Services.PDF
AGREEMENT.pdf
Exhibit #1- Engineering Service Fees.pdf
Exhibit #2- Overall Engineering Fees.pdf

VI.9 19-515 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Ozone Generator Repairs from Xylem Water Solutions USA, Inc., Apopka, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant; and Authorize the City Manager to Approve the Related Purchase Order. (Utilities Director)

Attachments: Resolution - Sole Source -Xylem.pdf
Xylem Quote.pdf
Xylem Water Solutions COI exp 10.31.19.pdf

VI.10 19-516 Authorize the City Manager to Approve a FY20 Purchase Order to Ring Power Corporation, Palm Bay, Florida, for Additional Generator Repair for the Dyal Water Treatment Plant. (Utilities Director)

Attachments: Ring Power Quote.pdf

VI.11 19-518 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Replacement DISCFLO Pumps at the Dyal Water Treatment Plant through Gerber Pumps International, Longwood, Florida; Authorize the City Manager to Approve the Related Purchase Order. (Utilities Director)

Attachments: Resolution - Sole Source -Gerber Pumps Intl.pdf
Discflo_Scope of Supply_P6 PolyMix_Quote 1Oct19 mrg 8 pg.pdf

VI.12 19-519 Approve a Budget Resolution Amending the FY2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-10 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone K Indian River Drive Septic to Sewer, Project No. WS20GS; Authorize the City Manager to Approve Related Purchase Order. (Utilities Director)

Attachments:
- TO (2020-10) BUSSEN MAYER $59585 (10-14-19) UT.pdf
- T.O. 2020-10 - Proposal.pdf
- Budget Resolution FY 2020 (003).docx
- BAF 20-010-T -UT-WS20GS Gravity Sewer (11-13-19) Agenda 19-519.pdf

VI.13 19-529 Request Authorization for the City Manager to Approve a Blanket Purchase Order for FY-2020 Inventoried Fuel Purchases utilizing the School Board of Brevard County fuel and oil contract #18-B-021-NC with Glover Oil Company of Melbourne FL. (Public Works Director)

Attachments:
- Contract ITB 18-B-021-NC.pdf
- FILE 17-528.pdf
- CLERKS J.pdf

VI.14 19-541 Approve a Blanket Purchase Order through July 21, 2020 to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions for parts purchases in FY-2020; Authorize the City Manager to Approve the Related Purchase Order up to $300,000. (Public Works Director)

Attachments:
- FILE#17-358.pdf
- IBS-CONTRACT.pdf
- NAPA 061015-GPC Contract Extension 2018_0.pdf
- PARTS SUPPLIERS.pdf

VI.15 19-549 Approve the First of Two One-Year Contract Extensions for Bid B-19-05-COC Awarded to US Lawn Services for Mowing & Maintenance of Various City areas for October 1, 2019 to September 30, 2020. (Public Works Director)

Attachments:
- B-19-05-COC FINAL MEMO.pdf
- B-19-05-COC Notice of Award.pdf
- B-19-05-COC Tabulation Sheet.pdf
- 60 Day Contract Extension.pdf
- Demand Star Bid B-19-05-COC as Published - Bid_Download_Owned_Doc.pdf
- B-19-05-COC - FY 2020 One Year Renewal.pdf

VII. PUBLIC HEARINGS:

VII.1 19-555 Ordinance No. 14-2019/1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)

Attachments:
Ord 14-2019 Rezoning (Batch 1).pdf
Exhbit A - Cox Rd Rezone Map (Batch 1).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (Rezone Cox Rd).pdf

VII.2 19-560 Ordinance No. 15-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)

Attachments:
Ord 15-2019 Rezoning (Batch 2).pdf
Exhibit A - Cox Rd Rezone Map (Batch 2).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (Rezone Cox Rd).pdf

VII.3 19-562 Ordinance No. 16-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)

Attachments:
Ord 16-2019 Rezoning (Batch 3).pdf
Exhibit A - Cox Rd Rezone Map (Batch 3).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (Rezone Cox Rd).pdf

VII.4 19-563 Ordinance No. 18-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District). (Community Services Director)

Attachments:
Ord 18-2019 Rezoning (Batch 5).pdf
Exhibit A - Cox Rd Rezone Map (Batch 5).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (Rezone Cox Rd).pdf

VII.5 19-564 Ordinance No. 19-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District). (Community Services Director)

Attachments:
Ord 19-2019 Rezoning (Batch 6).pdf
Exhibit A - Cox Rd Rezone Map (Batch 6).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (Rezone Cox Rd).pdf

VII.6 19-565 Ordinance No. 20-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District). (Community Services Director)

Attachments:
Ord 20-2019 Rezoning (Batch 7).pdf
Exhibit A - Cox Rd Rezone Map (Batch 7).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (Rezone Cox Rd).pdf

VII.7 19-566 Ordinance No. 21-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District). (Community Services Director)

Attachments:
Ord 21-2019 Rezoning (Batch 8).pdf
Exhibit A - Cox Rd Rezone Map (Batch 8).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (Rezone Cox Rd).pdf

VII.8 19-567 Ordinance No. 22-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District). (Community Services Director)

Attachments:
Ord 22-2019 Rezoning (Batch 9).pdf
Exhibit A - Cox Rd Rezone Map (Batch 9).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (Rezone Cox Rd).pdf

VII.9 Reconsideration of a previously approved but unexecuted Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. in addition to revising language previously approved to allow the developer to provide two (2) Level 2+ electric car-charging stations instead of two (2) Level 3 charging stations and adding the requirement of constructing a lift station for the project, along with some other minor amendments. (Community Services Director)

VIII. COUNCIL BUSINESS:

VIII.1 19-521 Request City Council direction to amend the Purchasing Policy Section 15.2 Large Purchases/Local Vendor Preference Section 15 of the Financial Operations Manual. (Finance Director)

Attachments: Current Policy.docx

Code of Federal regulations.docx

VIII.2 19-528 Annual Appointment of Deputy Mayor. (Administrative Services Director)

Attachments: Section_6.___Deputy_Mayor__Senior_Member_of_Council.pdf

History of Deputy Mayor.pdf

VIII.3 19-531 Consider the reappointment of Mr. Russell Sengel as a Regular member of the Planning & Zoning Board through November 2022. (Administrative Services Director)

Attachments: Sengel - Intent to Reapply.pdf

Planning and Zoning Roster.pdf

VIII.4 19-568 Consideration of a Resolution supporting efforts encouraging the State Legislature to repeal the preemption of local laws regarding the regulation recyclable and polystyrene materials as well as the preemption of regulations regarding the use or sale of single-use plastic bags. (City Manager)

Attachments: Plastics Resolution.docx

Letter for Plastics Regs Local Option.pdf

VIII.5 19-569 Appointment of the Space Coast League of Cities Voting Delegate and Alternate for 2020. (Administrative Services Director)

Attachments: SCLOC 2020 Appointment of League Voting Delegate Director.pdf

Appointment of League Voting Delegate Director Form.pdf

IX. CITY BUSINESS:

IX.1 19-553 Approval of the Pre-Annexation Development Agreement and acceptance of the three (3) Annexation Petitions for property generally located on the northwest quadrant of State Road 524 and State Road 520. (Community Services Director)

Attachments: Executed Petitions and Pre-Annexation Agreement.pdf

IX.2 19-573 Consider First Reading of Ordinance No. 23-2019 establishing a civil citation program for small possession of marijuana and drug paraphernalia. (City Attorney)

Attachments: 23-2019 Ordinance re Chapter 14 Marijuana .pdf
Chief Memo Cannabis Investigation Procedures 7.1.19.pdf
State Attorney Cannabis Probable Cause Memo 7.16.19.pdf

MULTI-YEAR CONTRACTS:

IX.3 19-506 Approve the Final Ranking of Firms for RFQ-20-03-COC, Engineering Services for the Water System; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Selected Firm. (Utilities Director)

Attachments: Cover Memo.pdf
Notice of Award.pdf
Proposal Submittal Sheet.pdf

X. INFORMATIONAL AGENDA:

X.1 19-530 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)

Attachments: September 2019 Budget Classification Report.pdf

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups 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 issue 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.

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

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.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. 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 Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Legislation Details (With Text)

File #:	19-523	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/23/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of November 13, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-13-19 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2019
Agenda Date: November 13, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of November 13, 2019, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all of its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of November 13, 2019, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: November 13, 2019
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 13, 2019 (19-523)

2. Minutes: (a) Minutes for the Regular meeting of September 11, 2019 (19-524)

(b) Minutes for the Regular meeting of September 25, 2019 (19-525)

(c) Minutes for the Regular meeting of October 9, 2019 (19-526)

III. Awards and Presentations:

1. Presentation and Proclamation on “Hot Cocoa Days”. (19-527). (Historic Cocoa Village Main Street).

2. Presentation of the 2019 Distinguished Budget Presentation Award. (19-550). (Finance Director)

3. Proclamation: Proclaiming December 1, 2019 as "World AIDS Day". (19-577). (Mayor Williams)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Reports:

- Advisory Boards and Committees
- City Administration
- City Attorney
- City Manager
- City Council

VI. Consent Agenda:

1. Authorize the City Manager to Approve a Purchase Order for FY-2020 NAPA IBS Operational and Management Expenditures of $108,000. (19-359). (Public Works Director)

2. Authorize the City Manager to Approve a FY20 Purchase Order to JSR Enterprise East Coast LLC, Melbourne, Florida, for Additional Work related to the Removal, Disposal and Replacement of an Above Ground Diesel Fuel Tank at Banana River Pump Station. (19-480). (Utilities Director)

3. Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2020. (19-481). (Finance Director)

4. Approve Participation in a Cooperative Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019

through August 16, 2021 and authorize City Manager to approve Related Blanket Purchase Order. (19-499). (Utilities Director)

5. Approve participation in cooperative purchase agreements using the Florida Sheriffs Association Contract# FSA19-VEL27.0 for the vehicles and equipment to purchase from Garber Ford and the City of Tampa Contract# 2-18 with Dana Safety Supply for lightbars and accessories. Approve a Budget Transfer Adjustment to Utilize General Fund Contingency to allocate additional funding for six 2020 Ford Police Utility Hybrid Police Interceptors, with the powertrain option. Authorize the City Manager to Approve a Purchase Order for the Purchase of the Vehicles from Garber Ford in the Amount of $213,558 and from Dana Safety Supply, Inc. in the Amount of $54,169. (19-501). (Public Works Director)

6. Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106. (19-504). (Utilities Director)

7. Approve a Resolution Amending the FY 2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-11 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone J Indian River Drive Septic to Sewer, Project No. WS20G2; Authorize City Manager to Approve Related purchase Order. (19-513). (Utilities Director)

8. Approve Task Order 2020-10 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $105,369. (19-514). (Utilities Director)

9. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Ozone Generator Repairs from Xylem Water Solutions USA, Inc., Apopka, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant; and Authorize the City Manager to Approve the Related Purchase Order. (19-515). (Utilities Director)

10. Authorize the City Manager to Approve a FY20 Purchase Order to Ring Power Corporation, Palm Bay, Florida, for Additional Generator Repair for the Dyal Water Treatment Plant. (19-516). (Utilities Director)

11. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Replacement DISCFLO Pumps at the Dyal Water Treatment Plant through Gerber Pumps International, Longwood, Florida; Authorize the City Manager to Approve the Related Purchase Order. (19-518). (Utilities Director)

12. Approve a Budget Resolution Amending the FY2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-10 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone K Indian River Drive Septic to Sewer, Project No. WS20GS; Authorize the City Manager to Approve Related Purchase Order. (19-519). (Utilities Director)

13. Request Authorization for the City Manager to Approve a Blanket Purchase Order for FY-2020 Inventoried Fuel Purchases utilizing the School Board of Brevard County fuel and oil contract #18-B-021-NC with Glover Oil Company of Melbourne FL. (19-529). (Public Works Director)

14. Approve a Blanket Purchase Order through July 21, 2020 to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions for parts purchases in FY-2020; Authorize the City Manager to Approve the Related Purchase Order up to $300,000. (19-541). (Public Works Director)

15. Approve the First of Two One-Year Contract Extensions for Bid B-19-05-COC Awarded to US Lawn Services for Mowing & Maintenance of Various City areas for October 1, 2019 to September 30, 2020. (19-549). (Public Works Director)

VII. Public Hearings:

1. Ordinance No. 14-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-555). (Community Services Director)

2. Ordinance No. 15-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change

the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-560). (Community Services Director)

3. Ordinance No. 16-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-562). (Community Services Director)

4. Ordinance No. 18-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District). (19-563). (Community Services Director)

5. Ordinance No. 19-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District). (19-564). (Community Services Director)

6. Ordinance No. 20-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District). (19-565). (Community Services Director)

7. Ordinance No. 21-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District). (19-566). (Community Services Director)

8. Ordinance No. 22-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from

Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District). (19-567). (Community Services Director)

9. Reconsideration of a previously approved but unexecuted Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. in addition to revising language previously approved to allow the developer to provide two (2) Level 2+ electric car-charging stations instead of two (2) Level 3 charging stations and adding the requirement of constructing a lift station for the project, along with some other minor amendments. (19-414). (Community Services Director)

VIII. Council Business:

1. Request City Council direction to amend the Purchasing Policy Section 15.2 Large Purchases/Local Vendor Preference Section 15 of the Financial Operations Manual. (19-521). (Finance Director)

2. Annual Appointment of Deputy Mayor. (19-528). (Administrative Services Director)

3. Consider the reappointment of Mr. Russell Sengel as a Regular member of the Planning & Zoning Board through November 2022. (19-531). (Administrative Services Director)

4. Consideration of a Resolution supporting efforts encouraging the State Legislature to repeal the preemption of local laws regarding the regulation recyclable and polystyrene materials as well as the preemption of regulations regarding the use or sale of single-use plastic bags. (19-568). (City Manager)

5. Appointment of the Space Coast League of Cities Voting Delegate and Alternate for 2020. (19-569). (Administrative Services Director)

IX. City Business:

1. Approval of the Pre-Annexation Development Agreement and acceptance of the three (3) Annexation Petitions for property generally located on the

northwest quadrant of State Road 524 and State Road 520. (19-553). (City Manager).

2. Consider First Reading of Ordinance No. 23-2019 establishing a civil citation program for small possession of marijuana and drug paraphernalia. (19-573). (City Attorney)

Multi-Year Contracts:

3. Approve the Final Ranking of Firms for RFQ-20-03-COC, Engineering Services for the Water System; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Selected Firm. (19-506). (Utilities Director)

X. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-530). (Finance Director)

XI. Adjournment:

XII. Notice To The Public:

This is a public meeting. All interested parties may attend. 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 Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@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 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.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds

of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups 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 issue 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.

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 #:	19-524	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/23/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of September 11, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-11-2019 Minutes.pdf EXHIBIT A- Indian River Lagoon National Estuary Program Presentation.pdf EXHIBIT B-Stantec Stormwater Rate Study.pdf EXHIBIT C-FY2020 Budget 1st Public Hearing (091119)F.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2019
Agenda Date: November 13, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of September 11, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:
Approve the Minutes for the Regular meeting of September 11, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

September 11, 2019

A Regular City Council Meeting was held on Wednesday, September 11, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

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

Alton Edmond provided the invocation and sung the National Anthem, and Mayor Williams led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Katie Ennis, Deputy Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; Jason McCuen, Helpdesk Support Technician; Samantha Senger, Assistant to the City Manager/ Public Relations Specialist; Lora Howell; Deputy Finance Director; Lea Taylor, Budget Analyst, Tom Redmond, Fire Lieutenant; Charlene Neuterman, Deputy Community Services

Director; Angelina Hernandez, Human Resources Technician; Andy Newsome, Utilities; and Abby Diaz, Stormwater Engineer.

Mayor Williams acknowledged Commissioner Brian Lober who was in attendance tonight.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 11, 2019 (19-421)
2. Minutes: NA

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve the agenda for the Regular meeting of September 11, 2019 with the following amendments: To move Reports to the end of the agenda and to remove Consent Item VI.2.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Indian River Lagoon National Estuary Program ("IRLNEP") presentation. (19-422). (Duane De Freese, Ph.D)

Commissioner Lober thanked Council for having him and Dr. DeFreese and he pointed out that they would both be taking part in the presentation tonight[1].

Dr. DeFreese provided a presentation and handouts regarding the Indian River Lagoon Comprehensive Conservation and Management Plan. He assured both Council and staff that he would keep them apprised about the signing of the plan. He further stressed the importance of referencing this plan in anything that the City does in regards to the lagoon.

Dr. DeFreese mentioned that it is about everyone working together to get these initiatives moving forward.

[1] EXHIBIT A: Indian River Lagoon National Estuary Program Presentation

He explained this program in detail, providing information such as funding, grant opportunities, who all is involved in this, and how we as a City can become involved.

Dr. DeFreese stated they would like to see more proposals coming from cities so that they can help as monies come in every year and they want to ensure that we, as a City, were aware of those funds.

Commissioner Lober mentioned that there were five counties involved in this initiative and provided a timeline of the grant cycle. Additionally, he stressed the importance of grant writing and peer review of applications.

Commissioner Lober requested that this information be shared anytime the opportunity arose with State legislators.

Councilmember Koss thanked them for being here and asked what their overall budget was. In response, they answered $2.25 million. She mentioned leveraging and the Church Street Baffle Box and pointed out that we also received money from Sorrel and St. John's for that. She spoke about putting together partnerships and innovation. In response, Dr. DeFreese advised that there was a Science and Innovation category and there was a lot of information in these projects out there.

Dr. DeFreese advised that much of this process was getting projects on the list, and Cocoa already had some on the list. They are here to serve us.

Council thanked them for the presentation.

IV. DELEGATIONS:

Bernice Cox, 701 Aurora Street, Cocoa, was told that the City does not supply "Slow Children at Play" signs anymore and asked if she was to purchase them, could the City install them. In response, Mr. Wegerif advised that they could install them. She thanked Mr. Wegerif and his crew for working on the sidewalks that were in terrible shape. She also thanked Councilmember Goins and his crew for their help in supplying sandbags to seniors to make sure they were taken care of during the storm. Lastly, she thanked Chief Cantaloupe for always being there for her and for serving and protecting the City.

Sun Kummerfield, 1960 Little Pine Avenue, Cocoa, spoke about her tax bill. It was explained to her that she needed to speak with the Brevard County Commission.

Marlene Weiss, 2415 Tulane Drive, Cocoa, thanked the Mayor for coming to the YMCA. She presented him with a gift. She further noted that she was speaking for the children in her neighborhood because she continues to see parks being closed. She encouraged Council to keep green spaces as people need to be able to enjoy trials, parks, animals and water ecology.

VI. CONSENT AGENDA:

1. Approve a Resolution Amending the FY2019 Budget to Reallocate Funds for Vehicle Repairs from Insurance Proceeds. (19-378). (Utilities Director)

~~2. Consideration of a modification to a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to provide two (2) Level 2+ electric car-charging stations instead of two (2) Level 3 charging stations. (19-414). (Community Services Director)~~

This item was removed from the agenda.

2. Approve the FY2020 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 Approval of the FY 2020 Budget. (19-416). (Utilities Director)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. PUBLIC HEARINGS:

1. Approve Final Fire Assessment Resolution No. 2019-070 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment FY2020. (19-424). (Finance Director)

Ms. Bowman presented the item and explained that this started in 2006 and that this was an annual item that is brought before Council.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the Final Fire Assessment Resolution No. 2019-070 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment FY2020.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Final Stormwater Assessment Resolution No. 2019-071 and the Non-Ad Valorem Assessment Roll for FY2020. (19-425). (Finance Director)

Ms. Bowman provided a background of this item, noting that in December 2018 the City contracted with Stantec to do a ten-year plan for stormwater.

Mr. Kyle Stevens provided a presentation[2] regarding the stormwater assessment. He noted that the existing stormwater fund for stormwater management generates $1.5 million to cover existing operation/maintenance and minor capital improvements. There is additional revenue needed to reduce flooding and to comply with water quality regulations.

Mr. Stevens explained, in detail, the core elements of the study. He advised that he would explain the revenue requirements, method of collection, revenue recovery basis, and the revenue recovery structure.

He pointed out that existing operations and maintenance must be maintained and that the Capital Improvements Plan (CIP) included a ten year CIP developed jointly by Mead & Hunt.

Mr. Stevens showed a graph and explained the Status Quo Financial Projection as well as the Sustainable Financial Projection.

The collection method was discussed and he mentioned that this fee is currently on the utility bill. There is another method that many communities use which is

[2] EXHIBIT B: City of Cocoa Stormwater Rate Study Presentation

the non-ad valorem billing process. He discussed the pros and cons in detail for both methods and compared the City of Cocoa with other Brevard County municipalities and how they bill.

Mr. Stevens advised that this fee was established in the early nineties and has not been materially changed.

Furthermore he discussed how they selected the basis of the tier structure. He explained the impervious area management and he explained what this means. He showed a view of the impervious areas in Cocoa.

He pointed out that the goals of a Stormwater Assessment Structure encompassed the following: Revenue Recovery, Simplicity, Administration, and Equity.

Mr. Stevens explained the single-family residential customer's FY 2020 impacts with the three tiers and also the condo customers impacts.

Lastly, he provided a breakdown of all of the fees and the percentage of changes and a timeline of this process.

Mr. Mike Burton with Stantec mentioned that we all pay taxes to federal and local governments and as a local government we provide services to residents. In the past there were issues with fire services. Because of the fire assessment fire services have been enhanced. In order to improve stormwater you have to have something like this enacted. The way it was done before was unfair, but this will give the City the ability to provide a better level of services.

Mayor Williams opened the hearing to the public.

- Chris Ioria, 109 Riverside Drive, thought that there were many good points made at the last meeting and she spoke about the reductions in the condo bills. She requested that they raise the monthly fee to $10 and vote this plan down. She did not feel that condo fees should be cut. She provided a handout to Council and staff regarding calculations for determining the individual property's impact on the stormwater system.

- Greg Stoll, 2203 Salem Drive, Cocoa, has lived here since 1984. He asked how the impervious area was calculated and asked about the

credits. He currently pays $84.00 and believed that every land owner should pay their fair share for both residential and commercial.

- Leola Dawkins, 510 N. Kentucky Avenue, spoke about the stormwater problems in Broadmoor Acres and advised that there were not any storm drains. It flooded this past weekend and there was nowhere for the stormwater to go.

Brief discussion was held on the draining in Broadmoor Acres neighborhood. City Manager Titkanich explained the upcoming project to enhance the draining in Broadmoor Acres, and explained that it drains the way it does due to how the development was built.

Councilmember Koss pointed out that most of the properties in Broadmoor Acres fall under Tier 1 so they will be paying less.

- Louella Ellis, 1046 Olive Street, has lived in Broadmoor Acres since 1988. The whole areas floods and the pipe runs into her back yard, which is making her backyard sink. She has called for years and she questioned why they were paying for services that they do not get.

City Manager Titkanich assured her that we would have the money to fix that area soon.

Mayor Williams felt that if the City was going to do things like this than the people needed to see results and what was being done with the monies.

- Tammy Carter, 1809 Indian River Drive, agreed that the stormwater situation needed to be fixed and questioned how the City was going to go about it. She believed that the tax hike seemed a little extreme. She feels that there were still issues to work out with this billing method.

- Christine Cruz, 1707 Manor Drive, pointed out her frustrations and that her water bill here in Cocoa was more than in Cocoa Beach. It is frustrating that her taxes go up yet she gets nothing for that. In Bedford Place it floods every time it rains due to the U.S. 1 widening. She reiterated that nothing was being done.

There being no further comment, Mayor Williams closed the hearing to the public.

Councilmember Goins asked Stantec if they could address the credit situation. Mr. Stevens advised that the credit program would come in the future.

Councilmember Goins believed that if residents were spending money to improve drainage that the credit program was important.

Deputy Mayor Warner mentioned that there was an automatic increase built into the fire assessment each year. She noted that it was reevaluated each year to determine if an increase was needed or not. She requested that this be done with this assessment as well.

Mr. Stevens agreed with her and noted that would be the best practice.

Deputy Mayor Warner further felt that all residents should share the stormwater fee on all of the other amenities such as sidewalks, parks, etc. This fee is for all of the impervious areas in the City. Although Broadmoor Acres may not be controlled there are other areas that citizens utilize that are controlled.

Councilmember Boisvert agreed with Deputy Mayor Warner that this should come back for a yearly review.

Councilmember Koss felt that the non-ad valorem billing put the right economic incentives into place. She was concerned that the credit program was not yet in place. She wanted citizens to feel empowered if they wanted to make an investment and asked staff when they projected that this would be done.

In response, City Manager Titkanich advised that a draft policy was being fine-tuned at this time. He advised that there was an appeal process for this and it would be no different than the fire assessment and explained the appeals process.

Her other concern was that it was apparent that we need to get the word out about capital improvements.

She asked about the possibility of going with a flat utility fee with the idea of moving towards a more equitable way of doing this stormwater fee, with education.

Mayor Williams advised that the City could risk possible legal action and City Manager Titkanich stated that with this study, everything would have to be re-addressed. This was advertised and he explained the other steps taken during this process. He felt that this was a fair way of collecting this fee.

Councilmember Koss believed that everyone was in agreement with being more storm prepared and felt the plan was very good. However, it was tough for some folks and believes that this process should be improved in the future. She did not feel that the public had enough notice by getting this out a week before and there did not seem to be any interest until we got to this point.

Mayor Williams stated that the City needed to be more transparent. Residents want to know where their money is going.

Mayor Williams asked when the letters are sent out and City Manager Titkanich advised that the letter was mailed out early notifying everyone of the last meeting and of this one.

Deputy Mayor Warner reiterated that these meetings were advertised and no one shows up. To her, when there are not 500 people in attendance then it must not be a huge issue. We can only do so much to educate the public. It gives her a level of comfort when there are a lot of people here. She agreed with the Mayor in that we need to get more information out there of where monies are going, even if it were videos of employees working and explaining what they were doing in regards to the project.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the Final Stormwater Assessment Resolution No. 2019-071 and the Non-Ad Valorem Assessment Roll for FY2020 with the addition of an annual review.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Conduct a Public Hearing on the tentative millage rate and tentative budget and:

(a)Adopt Resolution No. 2019-079 adopting a tentative millage rate of 5.9790 mills, for the City of Cocoa, commencing on October 1, 2019 and ending on September 30, 2020.

Ms. Bowman provided a presentation on the FY 2020 budget[3] and advised that the purpose of this hearing was to adopt a Tentative Millage Rate for FY 2020 and to adopt a Tentative Budget for FY 2020. Additionally, Council would set the second public hearing for September 25, 2019 at 6:00 p.m. in Cocoa City Hall, located at 65 Stone Street, Cocoa, Florida 32922.

She pointed out that the City must have a balanced budget by October 1, 2019.

Ms. Bowman further clarified that the tentative millage rate cannot exceed the millage rate of 5.9790 as approved by Council on July 24, 2019.

She provided a historical review of the ad valorem tax base along with a historical review of the millage.

The FY 2020 TRIM Rate options were discussed. Ms. Bowman noted that the rates were as follows:

- FY 2019 Adopted rate: 5.9790
- Current Rate-Proposed: 5.9790
- Rolled-Back Rate: 5.7844
- Majority Rate: 12.0927

The impact to single family property owners was explained in detail and she further explained what their increases would be.

Lastly, she noted the City ranked number six in comparison to other cities in Brevard County.

The following public service announcement was made:

- The City of Cocoa is the taxing authority.
- The rolled-back rate is 5.7844.
- The rolled-back rate is a 0% increase.
- The millage rate to be levied is 5.9790.
- The millage rate of 5.9790 is a tax increase of 3.36% as a percent change of the rolled- back rate.

[3] EXHIBIT C: FY 2020 Budget Presentation-1st Public Hearing

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to Adopt Resolution No. 2019-079 adopting a tentative millage rate of 5.9790 mills, for the City of Cocoa, commencing on October 1, 2019 and ending on September 30, 2020.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

(b)Adopt Resolution No. 2019-080 adopting the FY2020 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2019 and ending on September 30, 2020. (19-426). (Finance Director)

Ms. Bowman provided a presentation on the tentative budget and announced that the requested action for tonight was to approve Resolution No. 2019-079 tentatively adopting a proposed millage rate of 5.9790 for the City of Cocoa for Fiscal Year commencing on October 1, 2019 and ending on September 30, 2020.

She discussed the revenue trends in the General, Water/Sewer, and Stormwater funds. Additionally, she reviewed the FY 2020 proposed budget versus the FY 2019 amended budget by fund. She pointed out that the total budget for FY 2020 is $153,266,890.00.

Expenditure trends were shared and the FY 2020 proposed budget versus the FY 2019 amended budget by fund and department were discussed in detail.

Ms. Bowman explained that any big changes to the budget were usually due to capital projects.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

City Manager Titkanich added that there was a 15.4% decrease in the General Fund and that was mostly due to capital. He thanked the department heads for keeping operating down to 4%. Throughout the budget process, each department head came in with needs and it was established what we need to do or what we

must do. Additionally, the City is covering the cost of the health increase to employees of which the employees are thankful.

He thanked Council for attending all of the workshops and for their comments. He extended his thanks to the Finance Department as they put great effort into this. The City received a Certificate of Excellence in financial reporting for the CAFR. The Government Finance Officers Association reviewed the City's budget and has also awarded the Budget Award to the City. This was a first for Cocoa. This happened due to collaboration among everyone.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to Adopt Resolution No. 2019-080 adopting the FY2020 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2019 and ending on September 30, 2020.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Bowman requested that they set the second public hearing for September 25, 2019 to adopt the final budget and millage rate.

* **CONSENSUS AMONG COUNCIL TO SET THE SECOND PUBLIC HEARING FOR SEPTEMBER 25, 2019, WHERE THEY WOULD ADOPT A FINAL BUDGET AND MILLAGE RATE.**

VIII. COUNCIL BUSINESS:

1. Consider the Reappointment of Ms. Missie McCarthy as a Regular member of the Board of Trustees for the General Employees' Retirement Plan through October 1, 2022. (19-418). (Administrative Services Director)

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert , to Reappointment Ms. Missie McCarthy as a Regular member of the Board of Trustees for the General Employees' Retirement Plan through October 1, 2022.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. CITY BUSINESS:

1. Approve the three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2017 through September 30, 2020. (19-419). (Administrative Services Director)

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to Adopt Resolution No. 2019-080 adopting the FY2020 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2019 and ending on September 30, 2020.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Gemmati noted that District Chief Tom Redmond was in the audience and he is the representative for this bargaining unit.

District Chief Redmond advised that this process had taken a long time and he thanked Chief Prince, City Manager Titkanich, Assistant City Manager Fuhrer, and Ms. Gemmati for their professionalism throughout the process. They did not always agree but were collectively able to come together.

Ms. Gemmati thanked members of the city's bargaining team.

MULTI-YEAR CONTRACTS:

2. Award Bid # B-20-01-COC, Water & Wastewater Treatment Chemicals, to Matheson Tri-Gas, Inc., Irving, Texas, for Carbon Dioxide; Allied Universal Corporation, Miami, Florida, for Sodium Hypochlorite; Harcros Chemicals, Inc., Tampa, Florida, for Hydrofluosilicic Acid; and Kemira Water Solutions, Lawrence, Kansas, for Ferric Sulfate; To Approve the First Amendment to Purchase Agreement to Brenntag Mid-South, Inc., Florida, for Liquid Chlorine; and Genesis Alkali Wyoming, LP, Philadelphia, Pennsylvania, for Soda Ash; To Approve the Second Amendment to Purchase Agreement to Tropichem Enterprises, Jupiter, Florida, for Wisprofloc-N-Starch; Carmeuse Lime & Stone, Pittsburg, Pennsylvania, for Quick Lime Pebble 3/8" & ¾"; and Air Products and Chemicals, Allentown, Pennsylvania, for Liquid Oxygen (LOX); To Approve a Resolution Waiving the Competitive Bidding Process for the Purchase of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime, Co., Inc., Campobello, South Carolina; LT27 Polymer from Fort Bend Services, Inc.,

Stafford, Texas; and 1986N Superfloc from Industrial Chemicals, Inc., Dallas, Texas, for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2020; To Authorize the City Manager to Approve Change Orders in an amount not-to-exceed the total FY2020 Budget for Chemicals. (19-379). (Utilities Director)

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-423). (Finance Director).

~~XI.~~ V. REPORTS:

Ms. Bowman was thankful that the hurricane did not do much damage but City staff put in a lot of effort. She noted that payroll was trying to ensure that all employees get paid accurately.

Chief Prince thanked Council for their support during the storm and thanked the citizens for their preparedness. He further thanked all directors and their alternates for being a part of the EOC. He noticed a big improvement in the EOC in the way that processes and recording went.

Mayor Williams received a letter from Pastor Bryant regarding the Fire department and Tower 32 crew. Pastor Bryant thanked them for participating in their annual health and wellness fair on August 24, 2019 and he commended them on their education and service. Chief Prince thanked the Mayor and advised that he would share the information with the crew.

Deputy Utilities Director Ennis mentioned that during the storm a generator went down at the Dyal Plant and an emergency request was done with the City Manager. That item would be brought back to a future meeting.

Ms. Senger advised that the City has been approached by the Village Idiot Pub to do a concert for Bahamas relieve. The concert will be on September 22, 2019. She will send out an email once all details are verified.

She further announced that they have finalized the plans for the Citizens Academy. Dates are set and applications are on the website, which will be up tomorrow. Paper applications will also be available and due back by October 15, 2019. This will provide staff time to review the applications and to get items ordered.

The academy is being limited to 25 people and they have to be a resident of a business/property owner in Cocoa.

Lastly, she will also be sending Council an email when dates are finalized as she is working on a cornerstone ceremony for the Dr. Joe Lee Smith Center.

Mayor Williams requested that former Council members be invited to that ceremony as well. She assured him that they would be invited, as well as board members.

City Manager reminded Council that there is a Sustainability Intern budgeted for the fiscal year. With the semester being underway he asked for a consensus to engage FIT in working with their graduate students to assist in developing the Sustainability Plan in conjunction with working with the Sustainability Advisory Committee. FIT has helped Satellite Beach as well as others with their plan.

IT WAS A CONSENSUS AMONG COUNCIL TO WORK WITH FIT TO GAIN ASSISTANCE IN DEVELOPING THE SUSTAINABLITY PLAN AND TO WORK WITH THE SUSTAINABILITY ADVISORY COMMITTEE.

Secondly, City Manager Titkanich advised that November 27, 2019 is the second scheduled meeting for November and is the night before Thanksgiving. We are unable to cancel due to financial items that have to be approved and completed by the end of the year. Books have to be closed out by November 30th. There are two dates available and it was being proposed to hold the meeting during the day so that those traveling can leave.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the change of the November 27, 2019 meeting to Friday, November 22, 2019 at 10:00 a.m. due to the Thanksgiving holiday.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich requested that this meeting be limited to financial items only.

Furthermore, City Manager Titkanich thanked Chief Prince and Deputy Chief Lamm and reiterated his thanks to Council for all of their support during the storm. He thanked employees as well and mentioned that the EOC was not activated until 8 p.m. on Monday but a lot of work happened during that time. He could not be more proud of how everyone worked together.

Mayor Williams thanked everyone as well for coming together like they did in the storm. However, in the past, elected officials were a part of the EOC team if they wished to be. He felt that there was nothing that happens in the EOC that Council should not be aware of or a part of. He heard that some staff might feel uncomfortable being around Council and believes if staff is uncomfortable than they are in the wrong business. He felt it was a slap in the face to only receive a briefing afterwards and there was information that he was receiving before staff received, so he felt it was important to be included if they wished to be. He stated that he was more certified than some that were in the EOC and was offended. A discussion needed to be held on this as a Council and they need to look into how things are handled.

Councilmember Goins asked if this was a result of a Charter change. In response, it was pointed out that it was policy and can be changed if they wished.

City Manager Titkanich spoke about the hazardous mitigation grant and another project included with that, and both he and Assistant City Manager Fuhrer had a meeting with the Brevard Homeless Coalition and more information will be forthcoming.

On August 22, 2019 he and the Mayor met with Senator Wright. They also met with Commissioner Lober today and he pointed out that the County approved the Diamond Square and US 1 Interlocal Agreements which will be brought to the next Council meeting.

In closing, City Manager Titkanich stated that Habitat for Humanity provided a letter expressing a change in their staffing and that they do not feel that they were ready for a second store at this time.

Staff would like to repurpose the former Fire Station 1 for the storage of police evidence. City Manager Titkanich explained the reasonings for this. Discussion was held on the property as well as the conditions of the police department.

Mayor Williams asked why we are waiting for something to happen before things are being done and felt that as a Council they needed to know what departmental needs were.

Councilmember Goins thanked staff for their work during the hurricane and Public Works for the sandbag locations.

He mentioned that he would like to change the local preference from 3% to 5% and wanted to ensure that Cocoa and/or Brevard County companies had an opportunity to win these jobs.

City Manager Titkanich advised that an ordinance would have to be brought back to Council.

CONSENSUS BY COUNCIL TO BRING BACK AN ORDINANCE IN REGARDS TO THE LOCAL PREFERENCE.

Councilmember Goins asked Chief Cantaloupe to bring back the “Stop, Talk, and Walk” program. He stated they needed to be proactive and consistent with it and provided examples of why he believed in this program.

Deputy Mayor Warner thanked all staff who worked during the storm. She has heard from the public what a great job employees did. She believed the social media aspect helped as well. She thanked both Ms. Senger and Ms. Martinez for keeping everyone updated.

She informed Chief Cantaloupe that a lot of traffic stops are being made at Rocket City Retro and it was causing issues. She asked him to relay the information and for officers not to block the whole parking lot when doing traffic stops.

Councilmember Koss appreciated staff's hard work and long hours during the hurricane. It was good to see everyone working together at the sand piles as well.

There was still a portion of residents not utilizing social media and being out there gave her the opportunity to discuss stormwater with residents and she appreciated when they called her and wanted to have conversations about it.

She mentioned that some challenged her and she did more research and would approach this differently in the future. She felt that what was done was for the good of Cocoa. She wants to ensure things were fiscally sound for residents.

Councilmember Boisvert thanked staff for the great job they did during the storm.

Mayor Williams appreciated everything that staff does and was proud of all employees. However, at the same time we have to change things and people need to see the change. He has lived here all of his life and has seen little change. He knows it can be better than what it is.

In closing, although the storm did not have a major impact on Cocoa, some had to use their last dollars to prepare. He would like to speak to legislators about that issue.

City Manager Titkanich added that they have not declared individual assistance as of yet and they were not sure they would declare it so that the City could be reimbursed.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to adjourn the Regular meeting of September 11, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:19 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Indian River Lagoon National Estuary Program

Looking Ahead to 2030
Providing Support to Our Partners

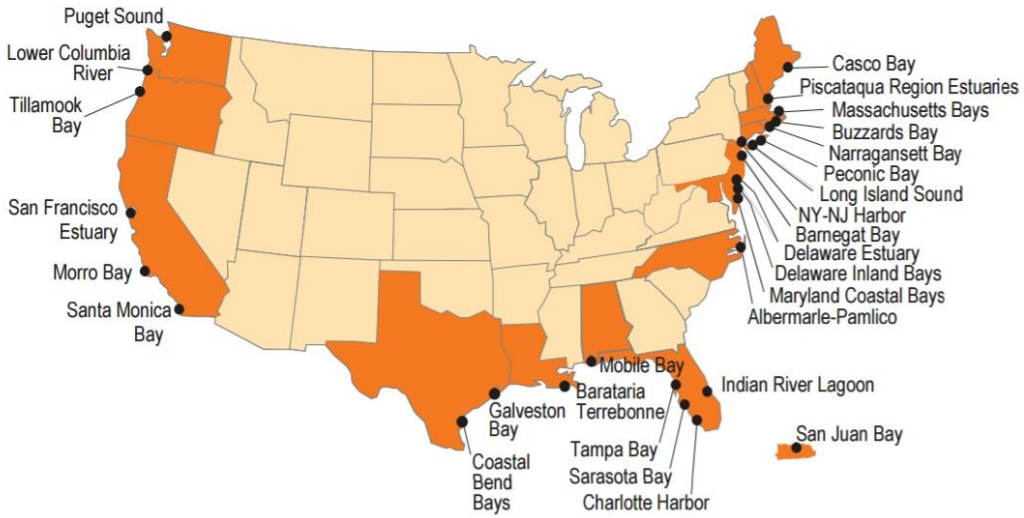
EXHIBIT A: INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM PRESENTATION

Commissioner Bryan Lober
Brevard County, District 2

Duane De Freese, Ph.D., Executive Director
IRL Council and IRLNEP
(321) 313-0764
Email ddefreese@irlcouncil.org

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One of 28 estuaries dedicated by the U.S. Congress as "*Estuaries of National Significance*"



- Authorized as a core water program of the Clean Water Act (Section 320).
- Unique NEP "*Management Conference*" provides network governance model with proven success.
  - *Science-Based*
  - *Innovative*
  - *Non-Regulatory*
  - *Collaborative*
  - *Inclusive*
  - *Community-Driven*
  - *Consensus-Building*
  - *Coordinated Action*

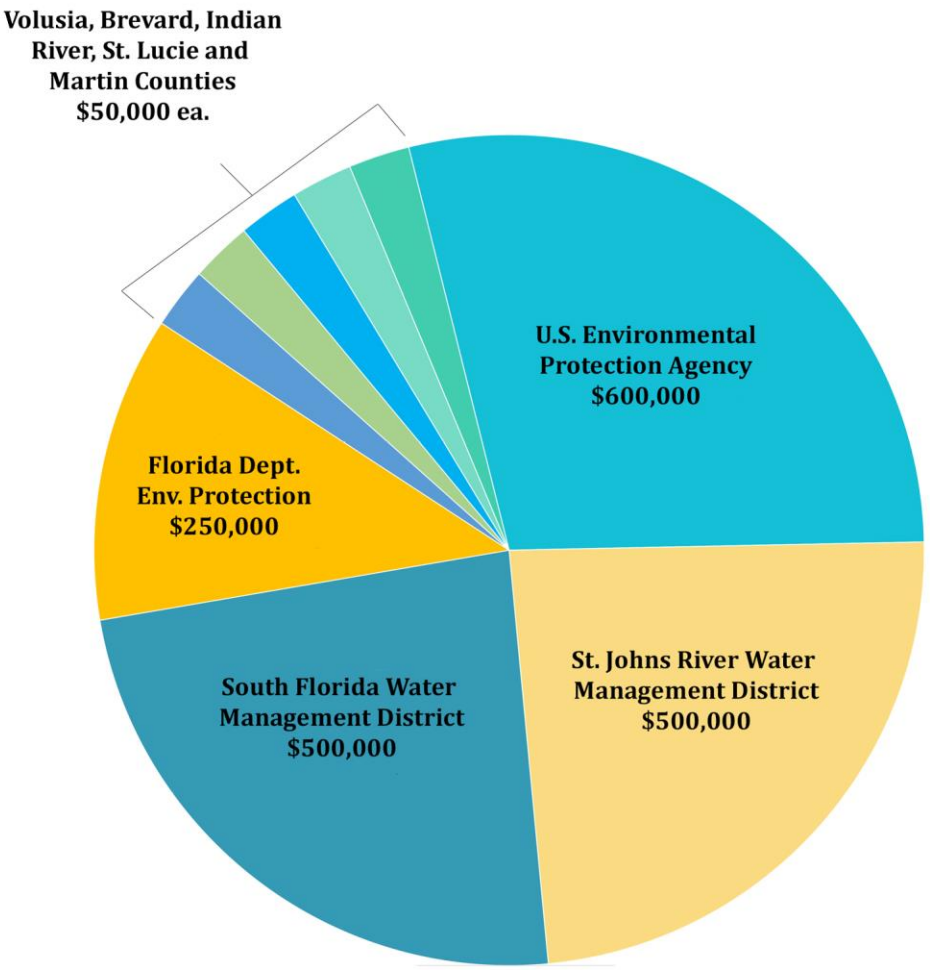
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

ONE LAGOON
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INDIAN RIVER LAGOON
NATIONAL ESTUARY PROGRAM

ANEP
ASSOCIATION OF NATIONAL ESTUARY PROGRAMS

Shared Leadership, Shared Funding, Shared Responsibility

Annual IRLNEP Funding From IRL Council Partners



IRL Council: Created in 2015 to host a restructured IRL National Estuary Program that empowers local leadership, partnerships and restoration action

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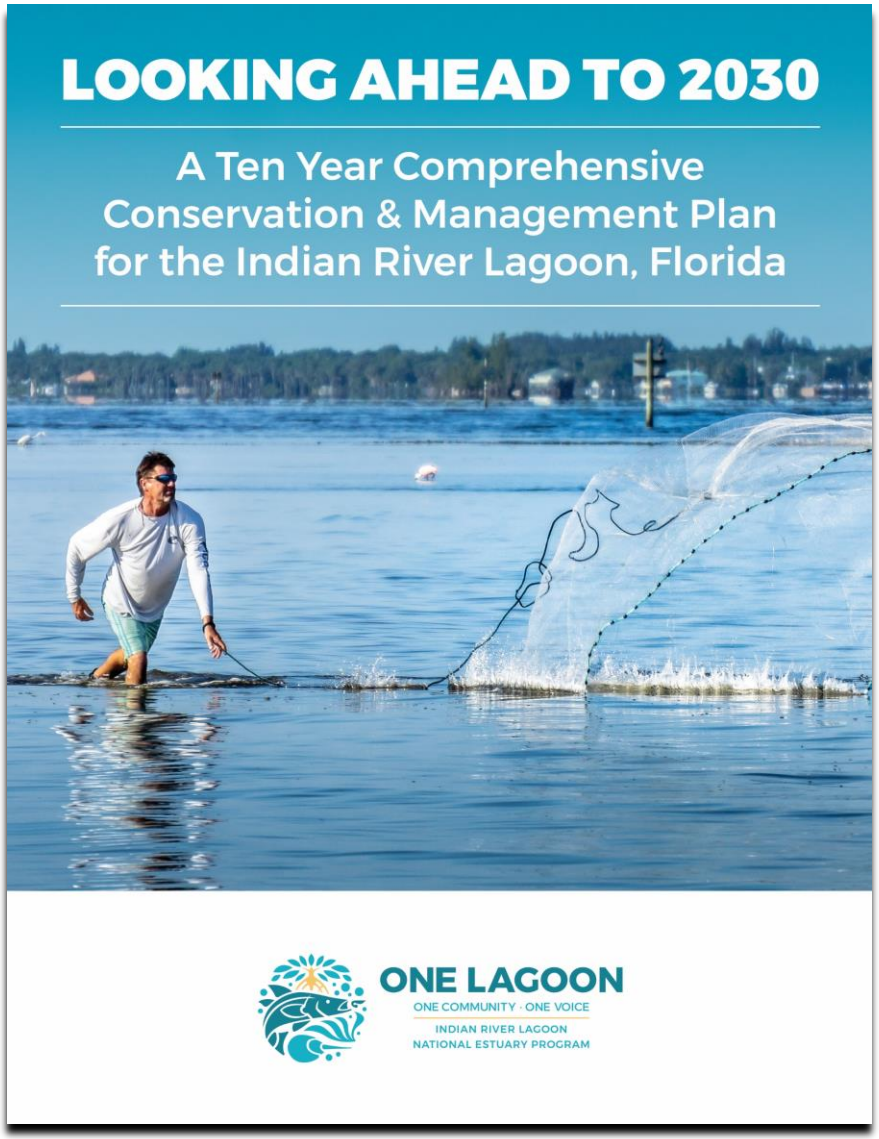
IRL CCMP

Certified by U.S. EPA
July 23, 2019

Adopted IRL Council
August 9, 2019

- Over 80 individuals, organizations, and Management Conference members commented on plan.
- More than 750 comments plus wording edits.
- Over 135 community speaking events, science conferences, and Management Conference discussions at meetings (2015-2018).

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INDIAN RIVER LAGOON
NATIONAL ESTUARY PROGRAM



Remains On-Line for
Public Review & Comments
www.irlcouncil.com

Indian River Lagoon Vital Sign Wheel



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Federal Funding Investment

Historical IRLNEP Funding: The First Twenty-Five Years (1990 - 2015)

Project Location	Total Funding	Number of Projects
Volusia County	$5,081,192	215
Brevard County	$9,867,400	258
Indian River County	$4,197,355	228
St. Lucie County	$3,503,667	212
Martin County	$4,714,229	224
TOTAL:	**$27,363,843**	**1137**

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IRLNEP funding since beginning of IRL Council (2015-2020)

Project Location	IRL Council Funding	Number of Projects
Volusia County	$1,586,814	14
Brevard County	$1,910,520	20
Indian River County	$1,289,896	13
St. Lucie County	$1,577,123	13
Martin County	$1,918,269	9
Lagoon-wide	$2,452,351	45
TOTAL	**$8,282,622**	**114**

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Types of IRLNEP Support Available

- IRLNEP Annual Grant Cycle - Request for Proposals
  FY 2020-2021 (RFP expected November 2019)
  - Water Quality Restoration
  - Habitat Restoration
  - Community-Based Restoration
  - Science and Innovation
  - Small Grants Program

- Grant Writing Support - professional contractor support for proposal development (for proposals external to the NEP only)

- Peer-review (through presentations to the IRLNEP Management Conference advisory committees)

- Technical support and public presentations from IRLNEP staff

- Strategic support for community events

Stantec

City of Cocoa, FL
Stormwater Rate Study

September 11, 2019



EXHIBIT B: STANTEC STORMWATER RATE STUDY PRESENTATION

Core Elements of the Study



Revenue Requirements

- Operating Costs
- Capital Costs
- Financial Policies
- Level of Service

Method of Collection

- Utility Bill Method
- Tax Assessment

Revenue Recovery Basis

- Units of Measure
  - Gross Area
  - Pervious Area
  - Impervious Area

Revenue Recovery Structure

- Evaluate Objectives
- Identify Structures
- Review Credits
- Customer Impacts

Revenue Sufficiency Analysis

Background

- The existing enterprise fund for stormwater management generates $1.5M to cover existing operation/maintenance and minor capital improvements
- Additional revenue is needed to reduce flooding and comply with water quality regulations
- Stantec created a financial model to review scenarios and develop a sustainable financial plan for the stormwater utility

Key Assumptions

- Existing operations and maintenance must be maintained
- The capital improvements plan (CIP) includes a 10 year CIP developed jointly by Mead & Hunt, the utility's consulting engineers, and City staff
- Notable projects include:
  - River Front Park Lagoon
  - Diamond Square Pond
  - 72" Outfall

Status Quo Financial Projection

Current Plan ($0.25 annually)

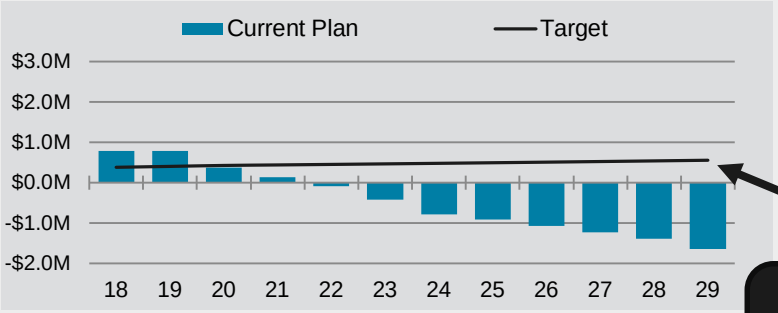
FAMS-XL | **CITY OF COCOA**

Stantec

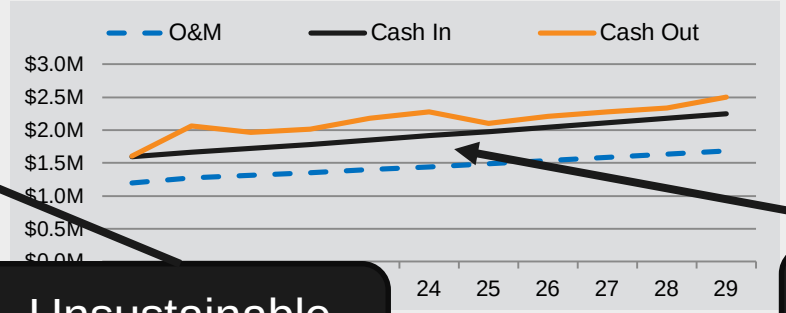
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	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025	FY 2029
Revenue Adjusment Plan	0.00%	3.57%	3.45%	3.33%	3.23%	3.13%	3.03%	2.94%	2.86%	2.78%	2.70%	17.86%	35.71%
Senior-Lien DSC	0.00	1.83	1.34	1.41	1.07	1.04	1.08	1.01	1.01	1.04	0.88	Scenario Manager	

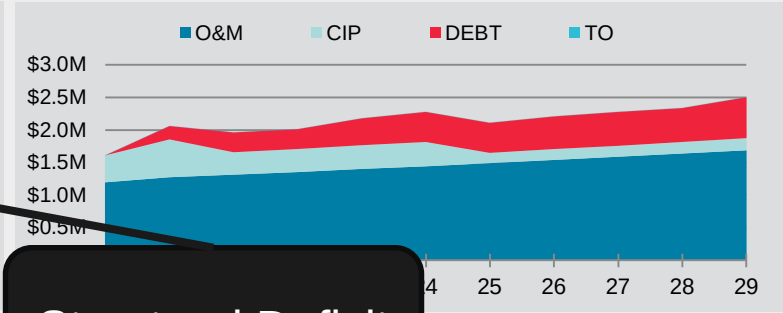
Operating Fund



Revenues vs. Expenses



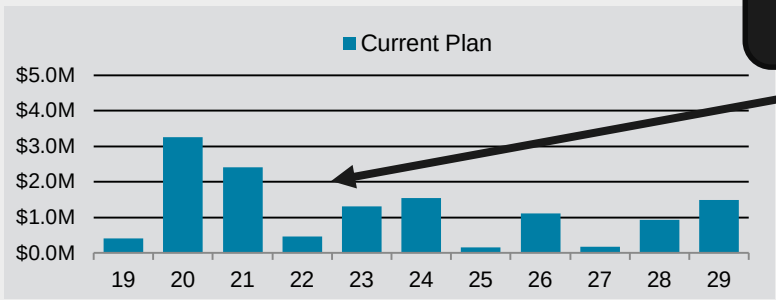
Expenses by Type

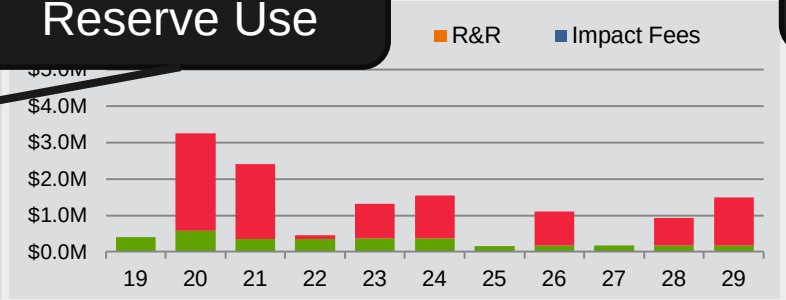


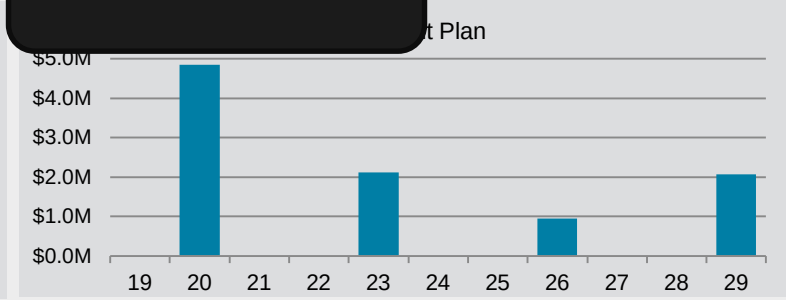
Unsustainable Reserve Use

Structural Deficit

CIP Spending







Sustainable Financial Projection

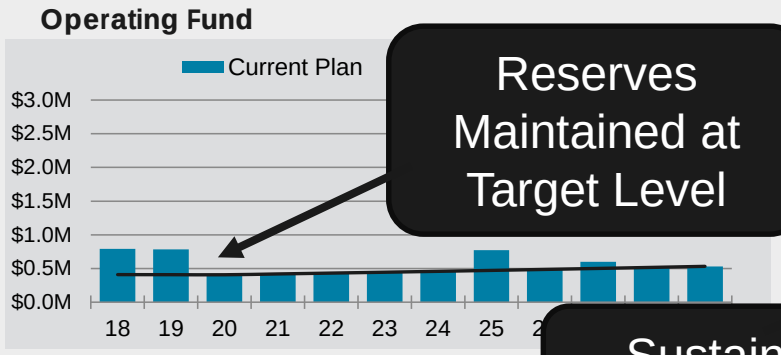
Three 9% Revenue Increases, then 3% Annually Thereafter

FAMS-XL | **CITY OF COCOA**

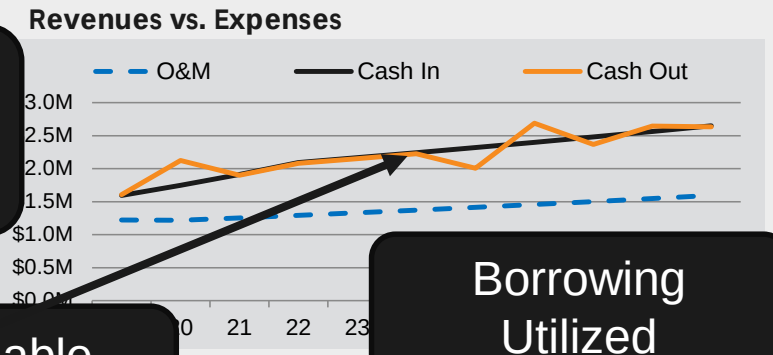
Stantec

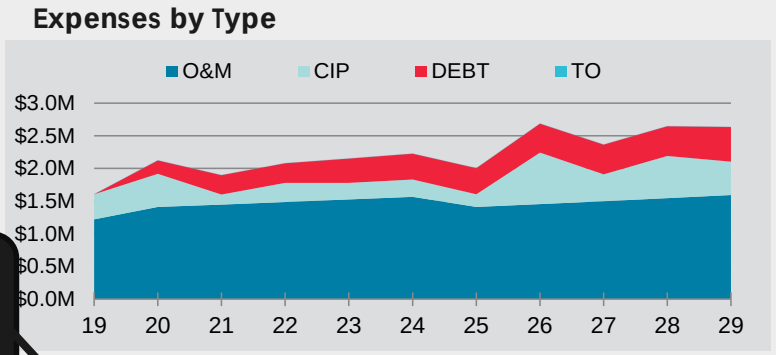
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	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025	FY 2029
Revenue Adjusment Plan	0.00%	9.00%	9.00%	9.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	37.39%	59.27%
Senior-Lien DSC	0.00	2.56	2.20	2.68	2.23	2.19	2.28	2.13	2.15	2.23	1.99	Scenario Manager	



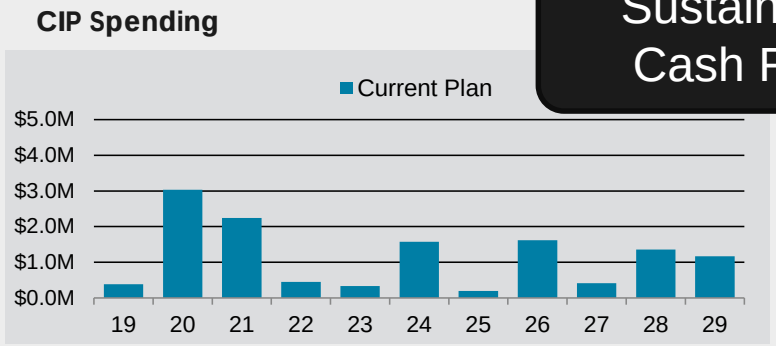
Reserves Maintained at Target Level

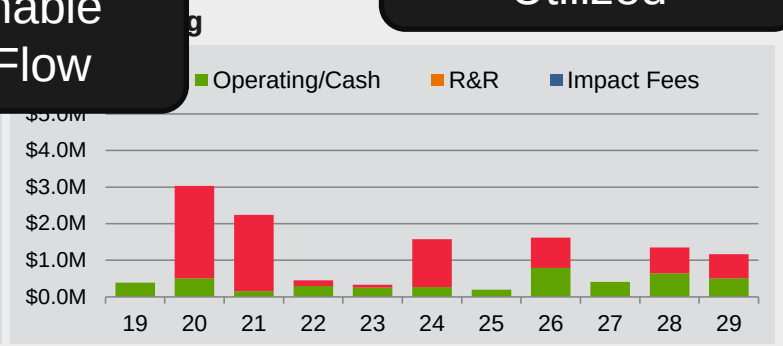


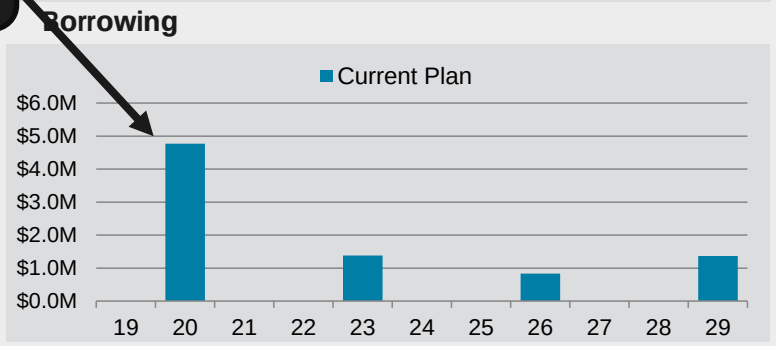


Sustainable Cash Flow

Borrowing Utilized

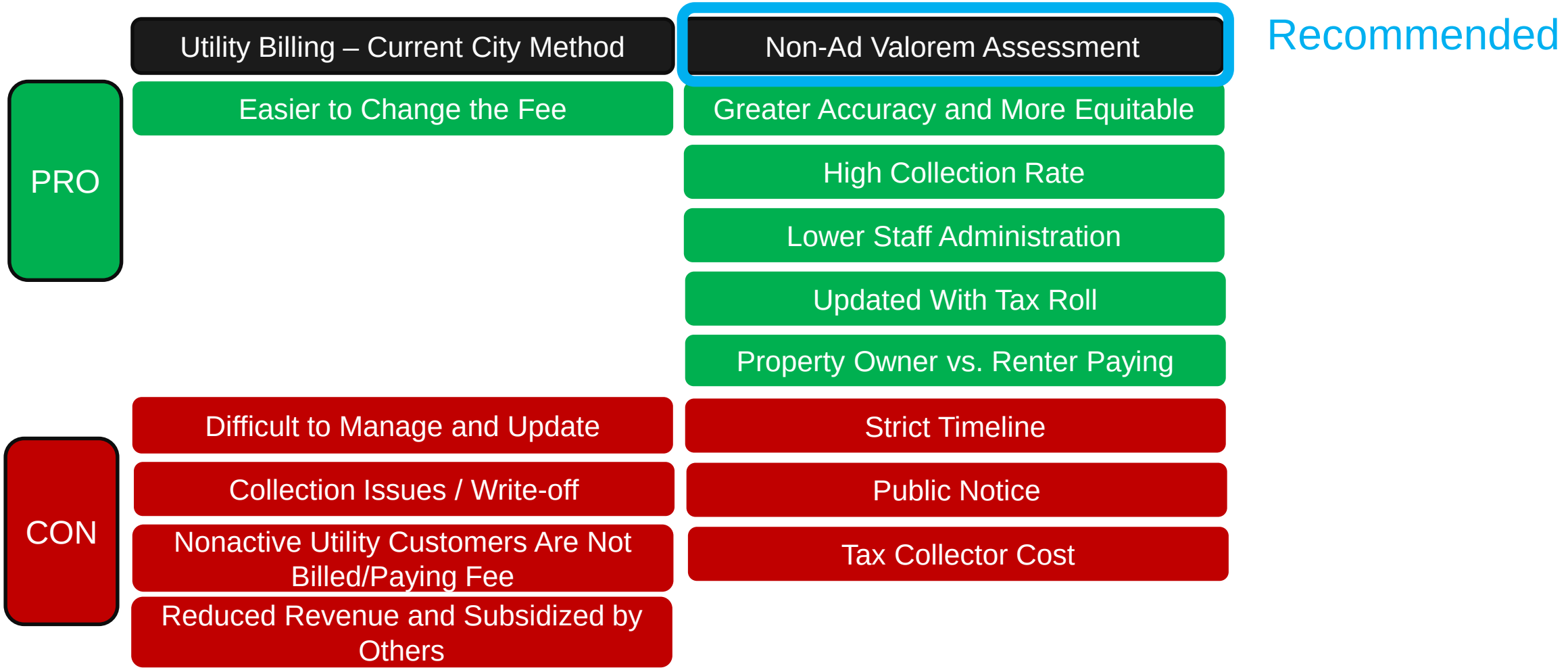






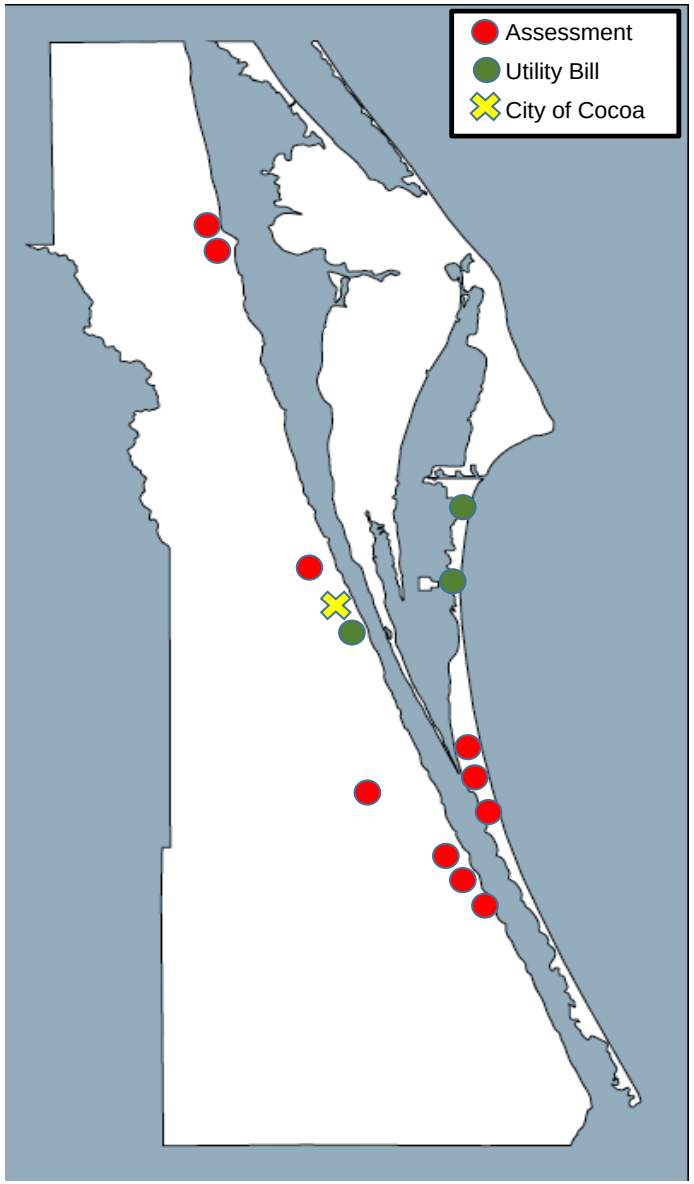
Collection Method

Stormwater Revenue Collection Method



Brevard County Communities Methodology Comparison

Utility	Assessment	Utility Bill
Brevard County (District 1)	X	
Cape Canaveral		X
Cocoa (FY 2019)		X
Cocoa (FY 2020)	X	
Cocoa Beach		X
Indialantic	X	
Indian Harbour Beach	X	
Malabar	X	
Melbourne	X	
Palm Bay	X	
Rockledge		X
Satellite Beach	X	
Titusville	X	
West Melbourne	X	
Count	**10**	**4**



City's Current Stormwater Fee Observations

- Established in early nineties and has not been materially changed

- Pervious and impervious billed units
  - A less common approach in the industry
  - Requires additional administration
  - Potentially penalizes natural lands

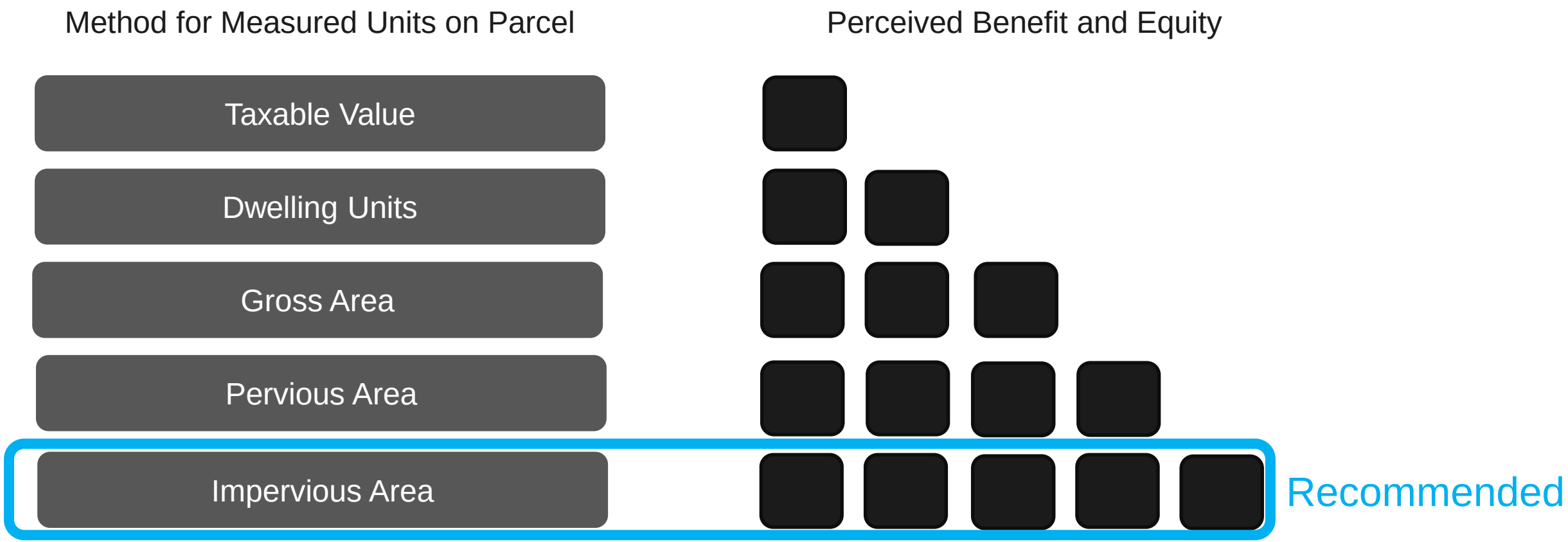
- Dwelling unit basis for residential
  - Simple to administer
  - Can be very inequitable when applied to vertical vs. horizontal development



THE TAKEAWAY

The opportunity exists to 1) provide for sufficient revenues for an environmentally and financially sustainable stormwater program, and 2) improve the method of revenue recovery

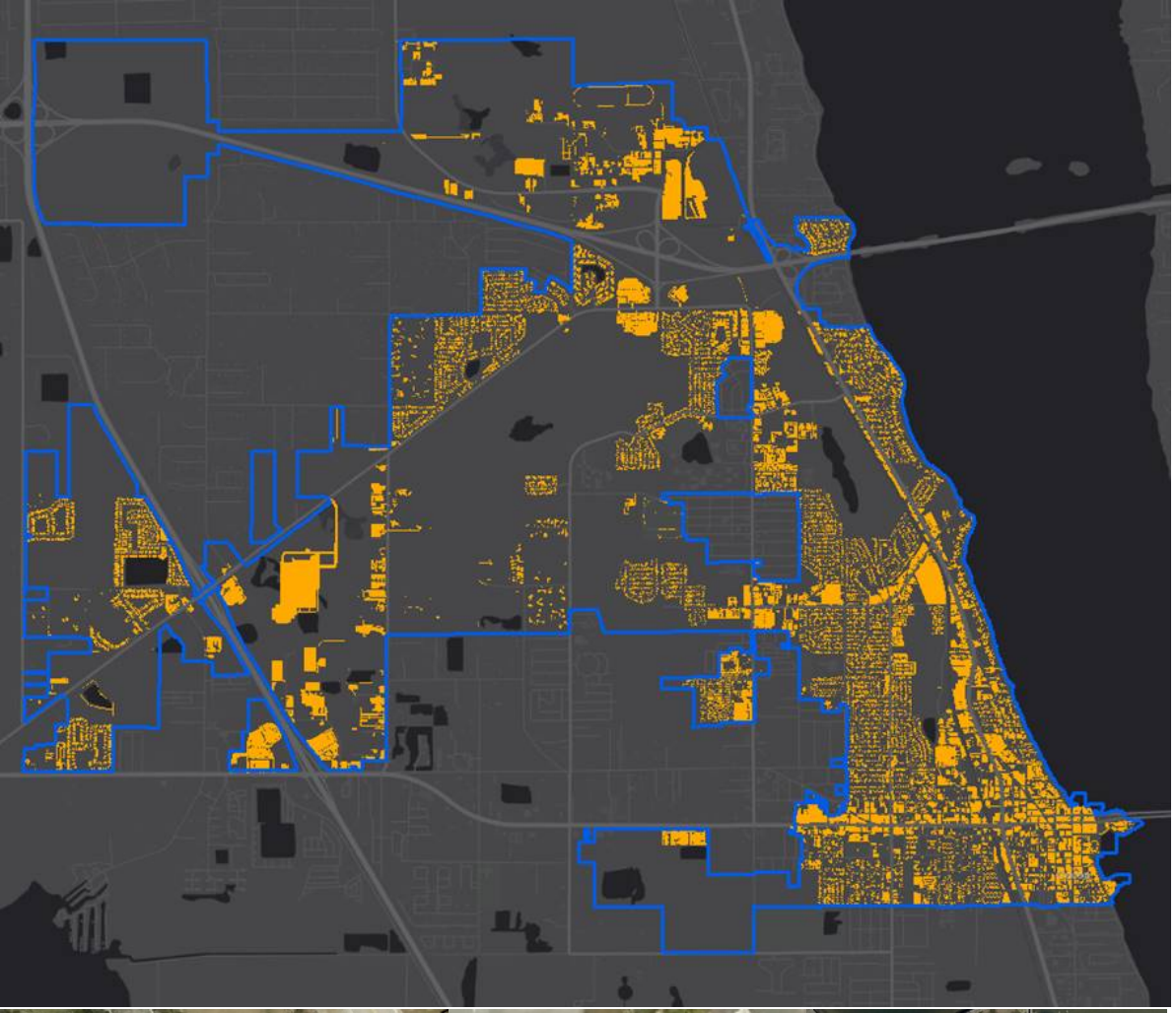
Building a Better Structure (Selecting a Basis)



Impervious Area Measurement

Impervious Area Measurement

- Impervious area is defined in the current stormwater ordinance as hard-surfaced areas which either prevents or retard the entry of water into the soil mantle
- Impervious surfaces were digitized (measured) using Brevard County 2018 aerials
- Each parcel has a unique impervious footprint
- A geodatabase was provided to the City and can be updated









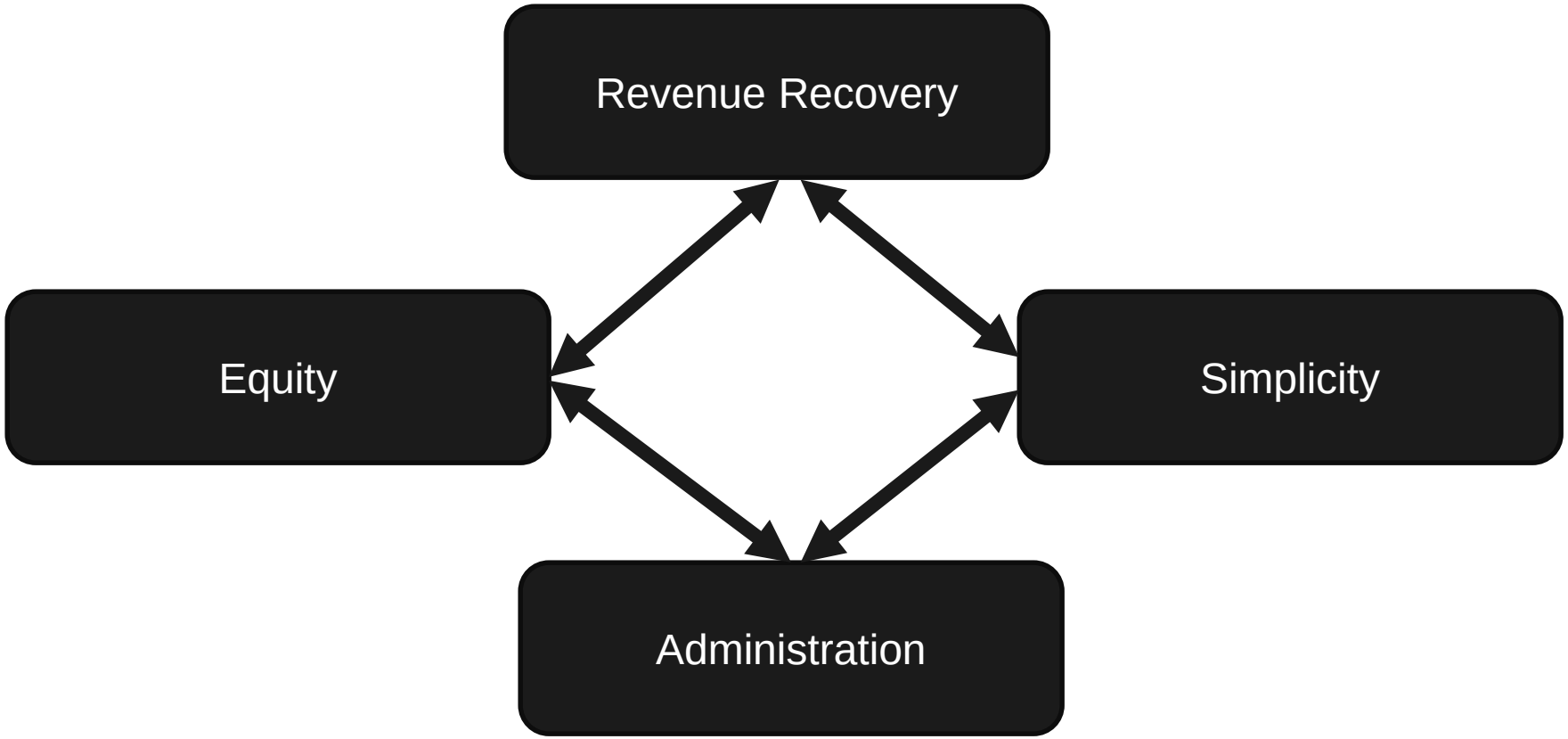
Impervious Area in Cocoa

Total Impervious Area = 54.8M sq. ft.

Structural Description	Count	Impervious SQFT	Cumulative %
SINGLE FAMILY RESIDENCE	4,565	15,949,500	30.42%
WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,	90	3,107,400	36.35%
COLD STRG & WAREHS DISTRIB CTR	1	1,313,500	38.85%
VACANT COMMERCIAL LAND	50	1,181,200	41.11%
SHOPPING COMPLEX - COMMUNITY/NEIGHBORHOOD	4	2,018,600	44.96%
MIXED USE - COMMERCIAL PROPERTY	44	1,522,300	47.86%
LIGHT MANUFACTURING (SMALL EQUIPMENT MFG PLANT, SM	35	1,562,800	50.84%
WAREHOUSE DISCOUNT STORE	2	1,298,200	53.32%
CHURCH	40	1,134,200	55.48%
RETAIL STORE - 1 UNIT	74	1,070,700	57.52%
CONVENIENCE STORE WITH GAS PUMP	21	968,100	59.37%
RETAIL STORE - MULTIPLE UNITS	48	1,008,700	61.29%
UTILITY (ELECTRIC COMPANY) - IMPROVED	5	957,300	63.12%
DEALERSHIP SALES / SERVICE CENTER	6	1,416,200	65.82%
LOW RISE APARTMENTS - 2 OR 3 STORIES - 50 UNITS A	7	848,100	67.44%
HOUSING AUTHORITY - IMPROVED	42	671,700	68.72%
USED AUTOMOBILE SALES	20	628,700	69.92%
MINI-WAREHOUSING	5	583,000	71.03%
MANUF. HOUSING PARK - 201 & MORE SPACES RENTALS	1	548,500	72.08%
GARAGE / AUTO-BODY / AUTO PAINT SHOP	34	510,800	73.05%
OPEN STOR, NEW & USED BLDG SUPP, JUNK YARDS, AUT	16	486,600	73.98%
GARDEN APARTMENTS - 1 STORY - 50 UNITS AND UP	3	482,100	74.90%
CONCRETE / ASPHALT PLANT	2	909,500	76.63%
VACANT INDUSTRIAL LAND	23	397,200	77.39%
OFFICE BUILDING - SINGLE TENANT - 1 STORY	40	386,200	78.13%
TOWNHOUSE	199	360,300	78.81%
WAREHOUSE - FLEX SPACE	7	332,900	79.45%
LIMITED SERVICE HOTEL	3	370,300	80.16%

Stormwater Assessment Design

Goals of a Stormwater Assessment Structure

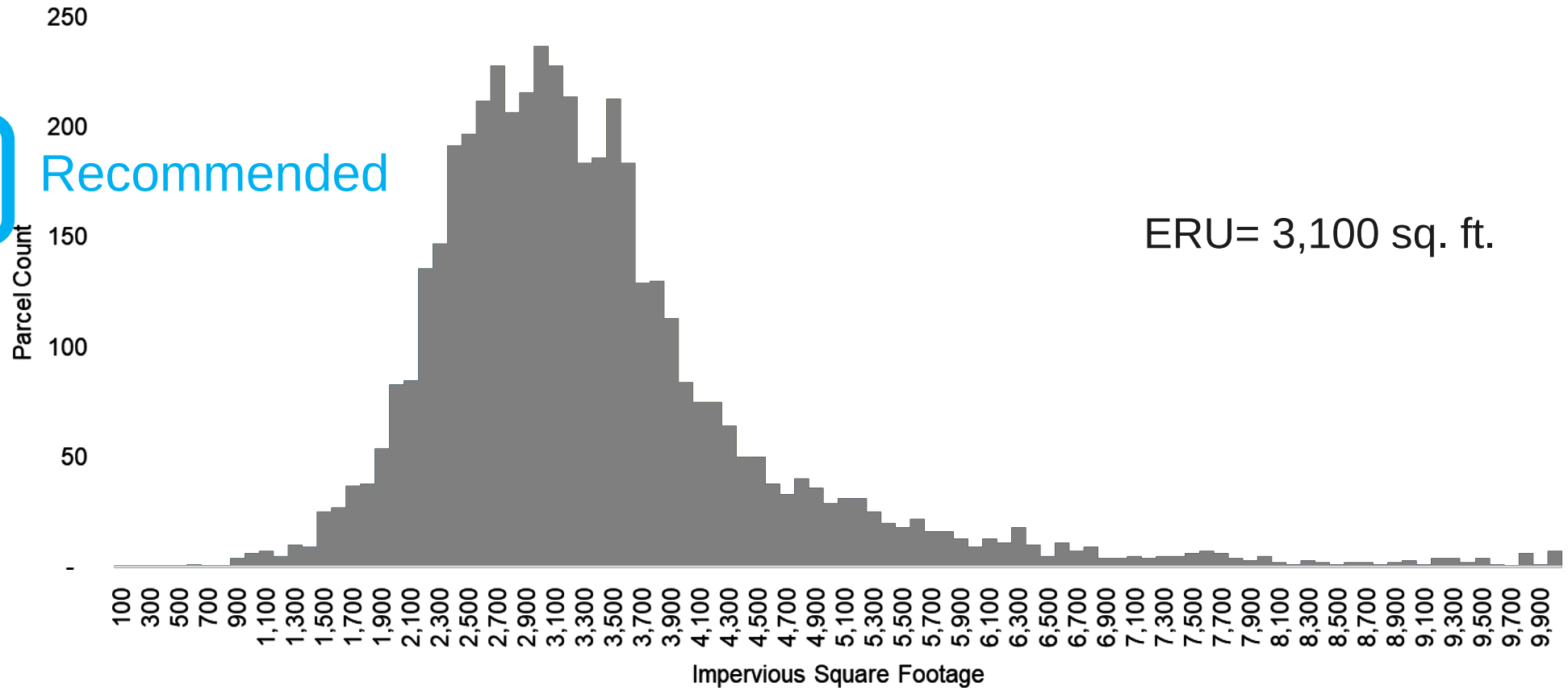


Building a Better Structure for Single Family Residential

Options

- Flat Fee
- Tiers
- Measured Area

Recommended



ERU= 3,100 sq. ft.

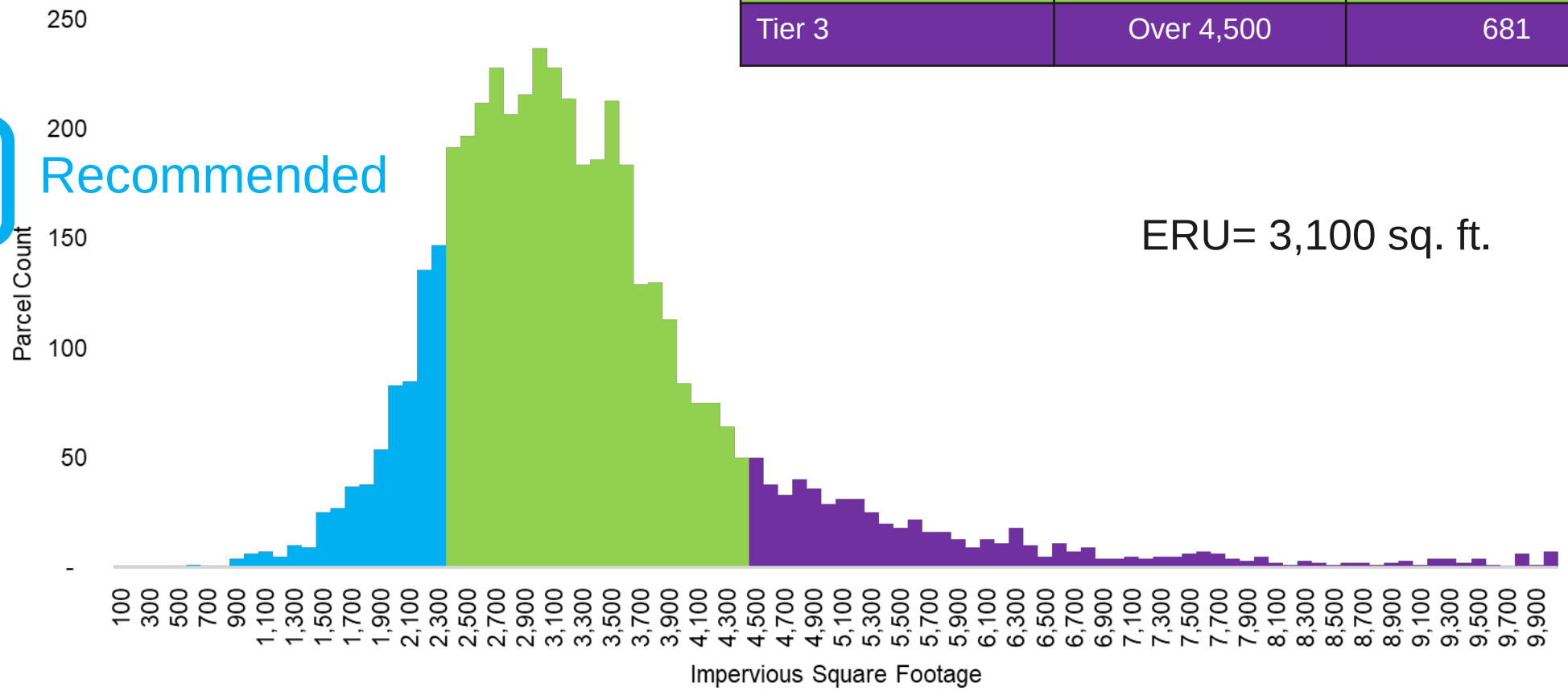
Building a Better Structure for Single Family Residential

Options

- Flat Fee
- Tiers
- Measured Area

Recommended

	Tier Size (sq ft)	Parcels
Tier 1	400 - 2,300	674
Tier 2	2,400 - 4,400	3,418
Tier 3	Over 4,500	681



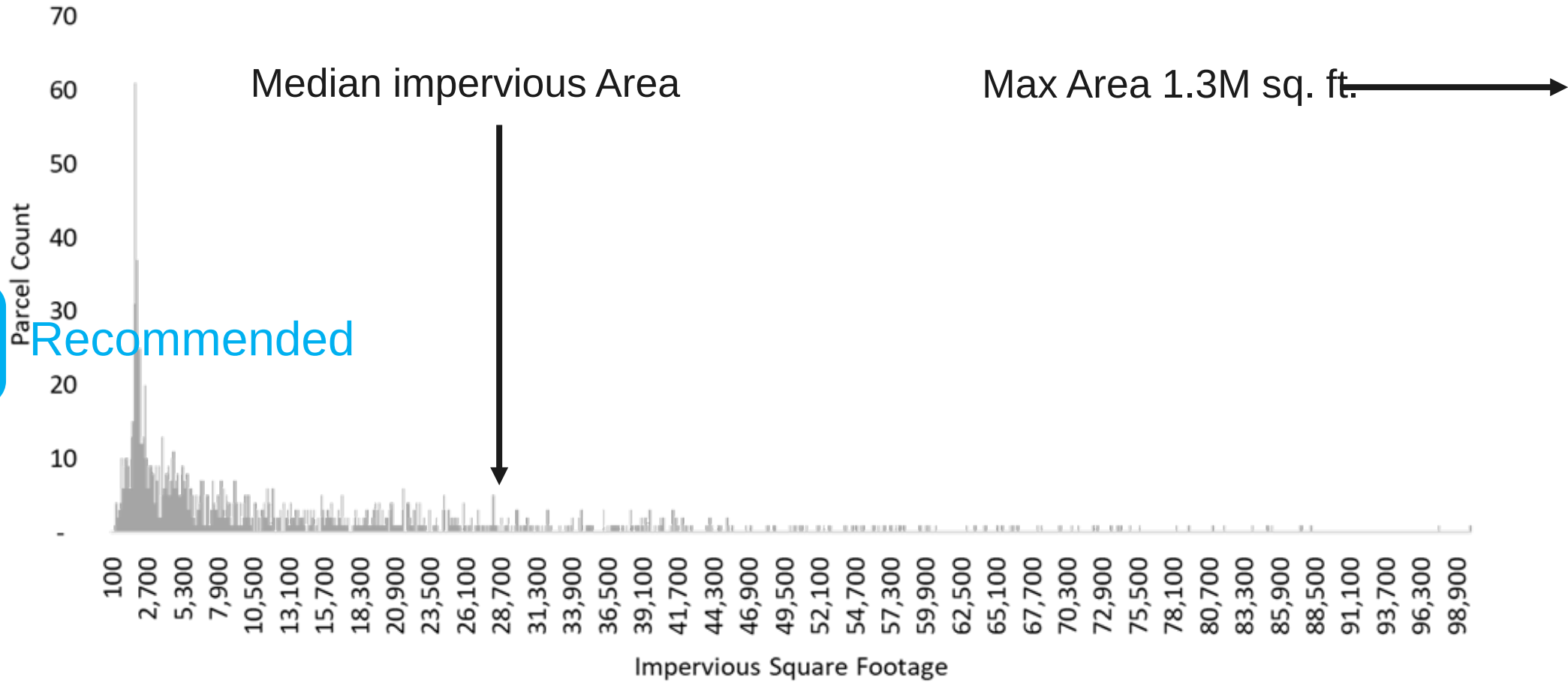
ERU= 3,100 sq. ft.

Building a Better Structure for Non Single Family Residential

Options

- Flat Fee
- Tiers
- Measured Area

Recommended



Calculated Single Family (up to three units) Assessments

Revenue Need	$1,744,683
Billable Units ERUs	17,078

= $110.71 Per ERU

Tier 1	Tier 2	Tier 3
.65 ERU	1 ERU	1.74 ERU
$71.96	$110.71	$192.64

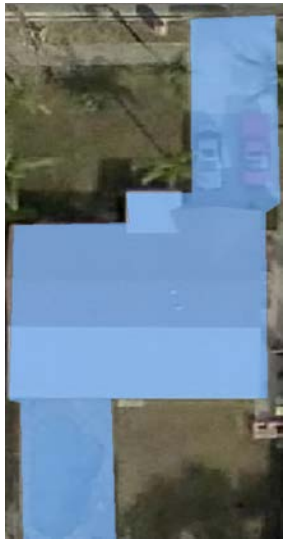
Single Family Residential Customer FY 2020 Impacts

Tier 1



Current:	$ 87.00
Calculated:	$ 71.96
Dollar Change:	($ 15.04)
Percent Change:	(17%)

Tier 2



Current:	$ 87.00
Calculated:	$110.71
Dollar Change:	$ 23.71
Percent Change:	27%

Tier 3



Current:	$ 87.00
Calculated:	$192.64
Dollar Change:	$105.84
Percent Change:	121%

Condo Customer FY2020 Impacts

138 Units



Current:	$12,006.00
Update :	$3,820.53
Dollar Change:	($8,185.47)
Percent Change:	(68%)

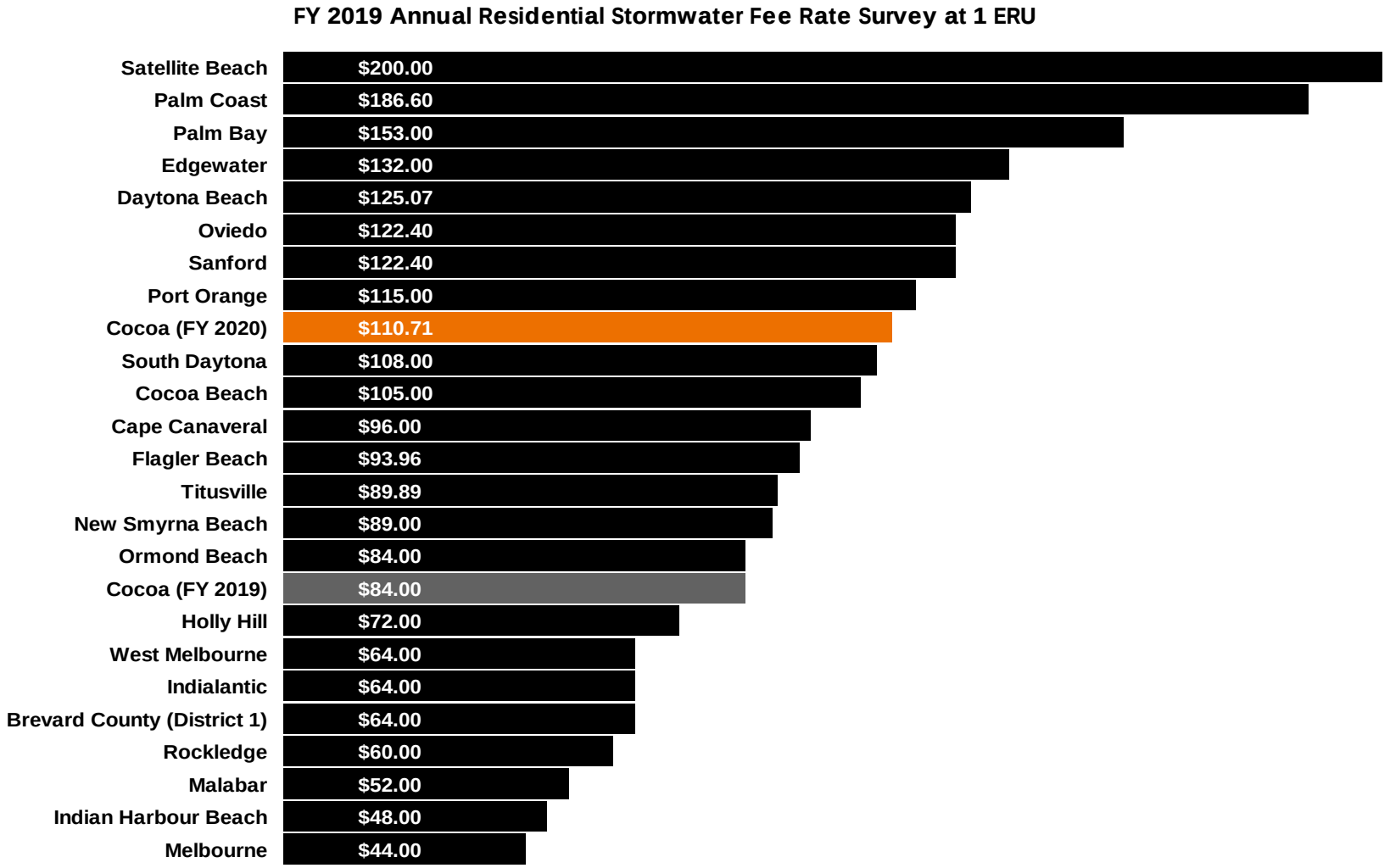
Other Non Single Family Residential Customer FY2020 Impacts

34,900 sq. ft. = 10.9 ERUs



Current:	$911.28
Update:	$1,206.74
Dollar Change:	$295.46
Percent Change:	32%

Local Area Fee Survey with Fee Adjustments



Future Year Assessments

		Tier 1	Tier 2	Tier 3
Annual	FY 2020	$71.96	$110.71	$192.64
	FY 2021	$78.44	$120.67	$209.98
	FY 2022	$85.50	$131.53	$228.88
Monthly	FY 2020	$6.00	$9.23	$16.05
	FY 2021	$6.54	$10.06	$17.50
	FY 2022	$7.13	$10.96	$19.07
Change	FY 2020			
	FY 2021	$.54	$.83	$1.45
	FY 2022	$.59	$.90	$1.58

Implementation Schedule

Schedule

Implementation Plan

January

- Newspaper Advertisement for Public Hearing on Resolution of Intent

February

- Newspaper Advertisement for Public Hearing on Resolution of Intent
- Public Hearing on Resolution of Intent

May

- Public Stormwater Utility Workshop at City Council Meeting
- Agreement Approved with Tax Collector and Property Appraiser

June

- Newspaper Advertisement for First Reading and Final Reading of Assessment Ordinance
- First Reading of Assessment Ordinance

July

- Final Reading of Assessment Ordinance

Schedule

Implementation Plan

August

- Notice Letters
- 1st Public Hearing for Initial Assessment Resolution

September

- 2nd Public Hearing (Sept 11th)
- Adopt Assessment Resolution
- Certify Assessment Roll
- Last Utility Billing

October

- Fiscal Year Begins

November

- Tax Collector sends out bill for Stormwater Assessment due Jan 1st

Questions and Discussion



FY2020 Budget Presentation

1St Public Hearing

September 11, 2019

EXHIBIT C: FY 2020 BUDGET PRESENTATION-1st PUBLIC HEARING

Objectives of this Public Hearing

- Adopt a Tentative Millage Rate for FY2020
- Adopt a Tentative Budget for FY2020
- Set 2nd Public Hearing – September 25, 2019 at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

  - The City must have a balanced budget by October 1, 2019

TRIM (Truth In Millage) Process

- **Step 1**
  - Adopt the FY 2020 City of Cocoa Tentative Millage Rate

  Note: The tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 24, 2019

- **Step 2**
  - Adopt the FY 2020 City of Cocoa Tentative Budget

Historical Review
Ad Valorem Tax Base

Fiscal Year		Valuation		% of Change
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		$890,566,389		3.5%
FY2019		$971,766,039		8.8%
FY2020		$1,094,366,709		12.6%

FY2009-FY2019 is based on the Final Taxable Value.

Historical Review of Millage and Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue at 95%	Revenue Variance from Previous Year	% of Change
FY2009	$1,168,009,451	4.4891	$4,542,124	($257,532)	(5.4%)
FY2010	$1,025,224,075	4.4891	$4,066,536	($475,588)	(10.5%)
FY2011	$906,460,404	4.9660	$4,040,240	($26,296)	(0.6%)
FY2012	$797,859,898	5.5813	$4,022,601	($17,639)	(0.4%)
FY2013	$771,155,034	5.9811	$4,173,108	$150,507	3.7%
FY2014	$773,867,625	5.9811	$4,235,127	$62,019	1.5%
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	$4,454,795	$179,741	4.2%
FY2017	$858,558,414	5.9790	$4,768,944	$314,149	7.1%
FY2018	$890,566,389	5.9790	$4,947,188	$178,244	3.7%
FY2019	$971,766,039	5.9790	*$5,496,736	*$549,548	11.1%
FY2020	1,094,366,709	5.9790	*$6,216,057	*$719,321	13.1%

*FY 2019 and FY2020 are preliminary budget numbers, not actuals.

FY2020 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2019 – FY2020 Revenue Variance
FY2019 *Adopted Rate	$967,726,786	5.9790	$5,786,038	$5,496,736	
FY 2020 Millage Options					
Current Rate-Proposed	$1,094,366,709	5.9790	$6,543,218	$6,216,057	$719,321
Rolled-back Rate	$1,094,366,709	5.7844	$6,330,254	$6,013,742	$517,006
Majority Rate	$1,094,366,709	12.0927	$13,233,848	$12,572,155	$7,075,419

Proposed Rate

City Council may adopt any rate up to 10 mills with a two-thirds vote.

*The adopted rate using the valuation available at the time of adoption.

What Does This Mean To The Single Family Property Owner?

	Valuation	FY 2019 5.9790	*Valuation With 1.9% Increase	FY 2020 5.9790	Increase	FY 2020 Max. 10.0000
Single Family Residence	$100,000		$101,900			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$50,000	$299	$51,900	$310	$11	$519
Single Family Residence	$150,000		$152,850			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$100,000	$598	$102,850	$615	$17	$1,028
Single Family Residence	$200,000		$203,800			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$150,000	$897	$153,800	$920	$23	$1,538
Single Family Residence	$300,000		$305,700			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$250,000	$1,495	$255,700	$1,529	$34	$2,557

* The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. For 2019 the CPI cap is 1.9%, even though the City overall has a 12.6% increase in value.

FY2020 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.8212	8.3428	8.7000
2	Palm Bay	8.4500	7.8995	8.4500
3	Titusville	7.9517	7.4951	7.7210
4	Melbourne	7.1878	6.8023	7.1878
5	Rockledge	6.2000	5.9223	6.1000
6	**Cocoa**	**5.9790**	**5.7844**	**5.9790**
7	Indialantic	6.2853	5.7743	5.9484
8	Cocoa Beach	5.7298	5.4480	5.8294
9	Cape Canaveral	3.8288	3.7495	3.7359
10	West Melbourne	2.6017	2.4936	2.6017

Note: Ranking is established using the Proposed Rate. (As of 7/22/19)

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.7844
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 3.36% as a percent change of the rolled- back rate

City Council Questions/Comments

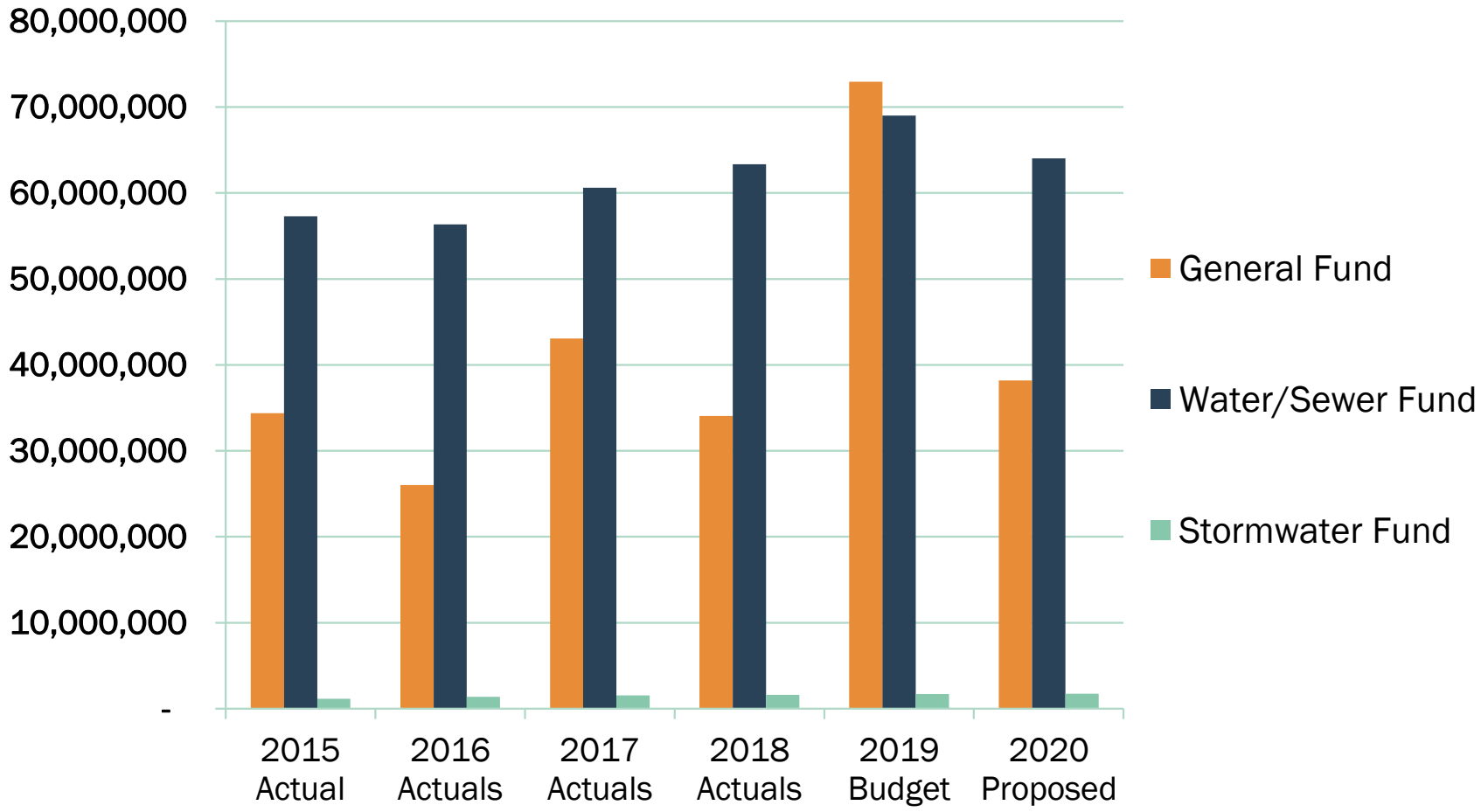
Public Hearing

- Public Comment on Tentatively Adopting Proposed Millage Rate
  - **Requested Action:** Approve Resolution No. 2019-079 tentatively adopting a proposed millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2019 and ending on September 30, 2020.

FY 2020 Tentative Budget & CIP

FY2020 Revenues

Revenue Trends:
General, Water/Sewer, and Stormwater Funds

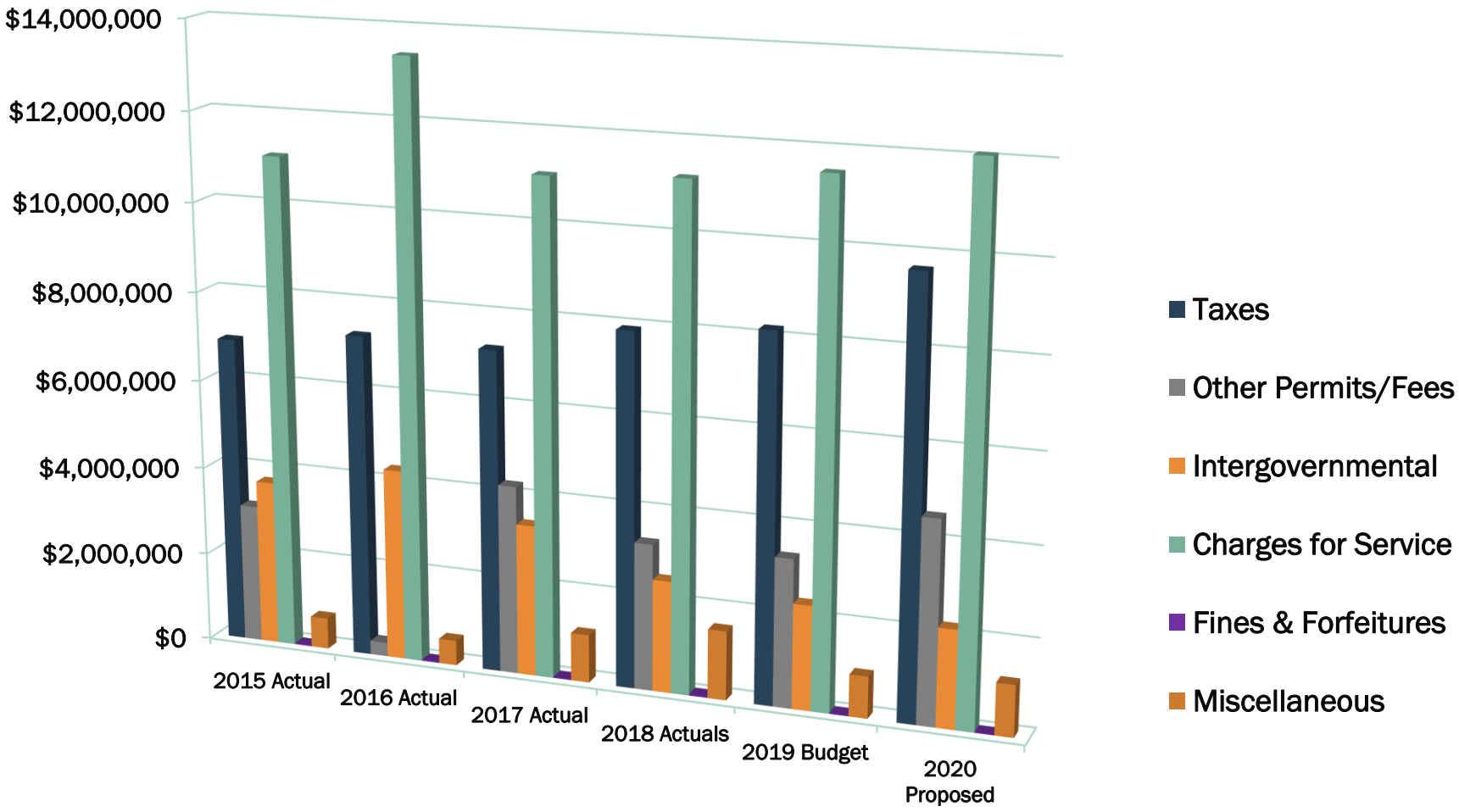


FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Fund

FUND	FY 2020 PROPOSED	FY 2019 AMENDED	% VARIANCE	% of Budget
Capital Project Funds	$91,626	$7,763,147	(98.8%)	0.003%
General Fund	$40,031,626	$47,341,321	(15.4%)	13.3%
G.F. Debt Service Fund	$1,783,246	$1,746,156	2.1%	0.6%
Special Revenue Funds	$9,269,783	$5,388,795	72.0%	3.1%
Self Insurance Funds	$7,964,806	$6,849,173	(14.5%)	51.5%
Stormwater	$1,747,692	$1,594,486	9.6%	0.6%
Water/Sewer Fund	$64,049,125	69,308,285	(7.6%)	21.4%
WS Capital Project 2018 Bond Fund	$18,567,036	$26,717,181	(30.5%)	6.2%
WS Debt Service Fund	$9,761,950	$11,194,729	(12.8%)	3.3%
TOTAL	$153,266,890	$179,329,100	(15%)	100%

* FY 2019 Amended Budget as of 8/10/2019

General Fund Revenue Trends



FY 2020 General Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Taxes (Ad Valorem, UST, CST)	$9,684,925	24.2%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment Planning & Zoning Fees)	$4,566,282	11.4%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,220,251	5.5%
Charges for Service (Water Billing Services, Garbage Collection Services, and Culture/Recreation Fees)	$12,080,557	30.2%
Fines & Forfeitures	$20,930	0.1%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$1,169,588	2.9%
Other Sources (Inter-fund transfers, Water/Sewer contribution and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$10,289,093	25.7%
TOTAL FY 2020	$40,031,626	100%

FY 2020 Water/Sewer Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Other Permits & Fees (Water and Sewer Fees)	$2,264,715	3.5%
Charges for Service (Water, Sewer and Reuse Services)	$63,076,683	98.5%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$146,300	0.2%
Other Non-Revenue (Contributions, Bond proceeds and use of Reserves)	($1,438,573)*	(2.2%)
TOTAL FY 2020	$64,049,125	100%

* The City will not be re-budgeting multi-year projects at this time. Any excess Revenue will be moved to Fund Balance Reserves and the budget will be amended in the future to include continuing projects.

FY 2020 Stormwater Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Charges for Service (Stormwater services)	$1,747,692	100%
TOTAL FY 2020	$1,747,692	100%

FY2020 Expenses

FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Fund

FUND	FY 2020 PROPOSED	FY 2019 AMENDED	% VARIANCE	% of Budget
Capital Project Funds	$91,626	$7,763,147	(98.8%)	0.003%
General Fund	$40,031,626	$47,341,321	(15.4%)	13.3%
G.F. Debt Service Fund	$1,783,246	$1,746,156	2.1%	0.6%
Special Revenue Funds	$9,269,783	$5,388,795	72.0%	3.1%
Self Insurance Funds	$7,964,806	$6,849,173	(14.5%)	51.5%
Stormwater	$1,747,692	$1,594,486	9.6%	0.6%
Water/Sewer Fund	$64,049,125	69,308,285	(7.6%)	21.4%
WS Capital Project 2018 Bond Fund	$18,567,036	$26,717,181	(30.5%)	6.2%
WS Debt Service Fund	$9,761,950	$11,194,729	(12.8%)	3.3%
TOTAL	**$153,266,890**	**$179,329,100**	**(15%)**	**100%**

* FY 2019 Amended Budget as of 8/10/2019

FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Department

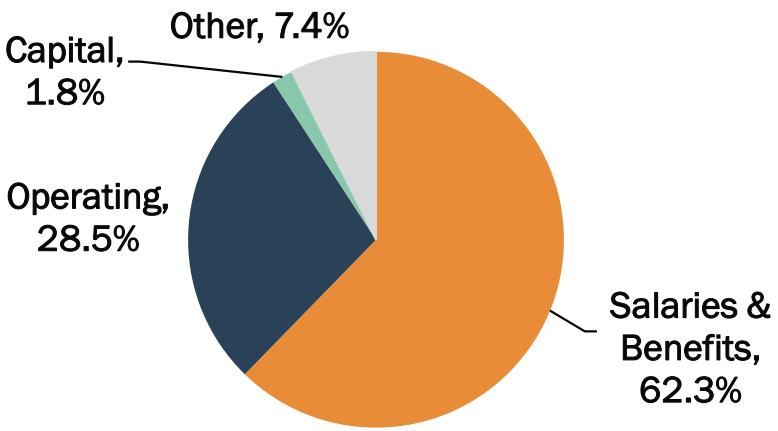
GENERAL FUND DEPARTMENTS	FY 2020 PROPOSED	FY 2019 AMENDED	% VARIANCE	% OF BUDGET
City Council	$185,941	$150,635	23.4%	0.5%
City Manager Office	$3,467,925	$3,138,848	10.5%	8.7%
Finance	$3,568,477	$3,134,597	13.8%	8.9%
General Operations	$6,012,391	$12,244,516	(50.9%)	15.0%
Administrative Services	$925,254	$799,693	15.7%	2.3%
Police	$10,285,905	$10,150,866	1.3%	25.7%
Fire	$6,437,298	$6,479,397	(0.6%)	16.1%
Community Services	$1,324,863	$3,483,791	(62.0%)	3.3%
Public Works	$7,823,572	$7,758,978	0.8%	19.5%
TOTAL	**$40,031,626**	**$47,341,321**	**(15.4%)**	**100%**

* FY 2019 Amended Budget as of 9/10/2019

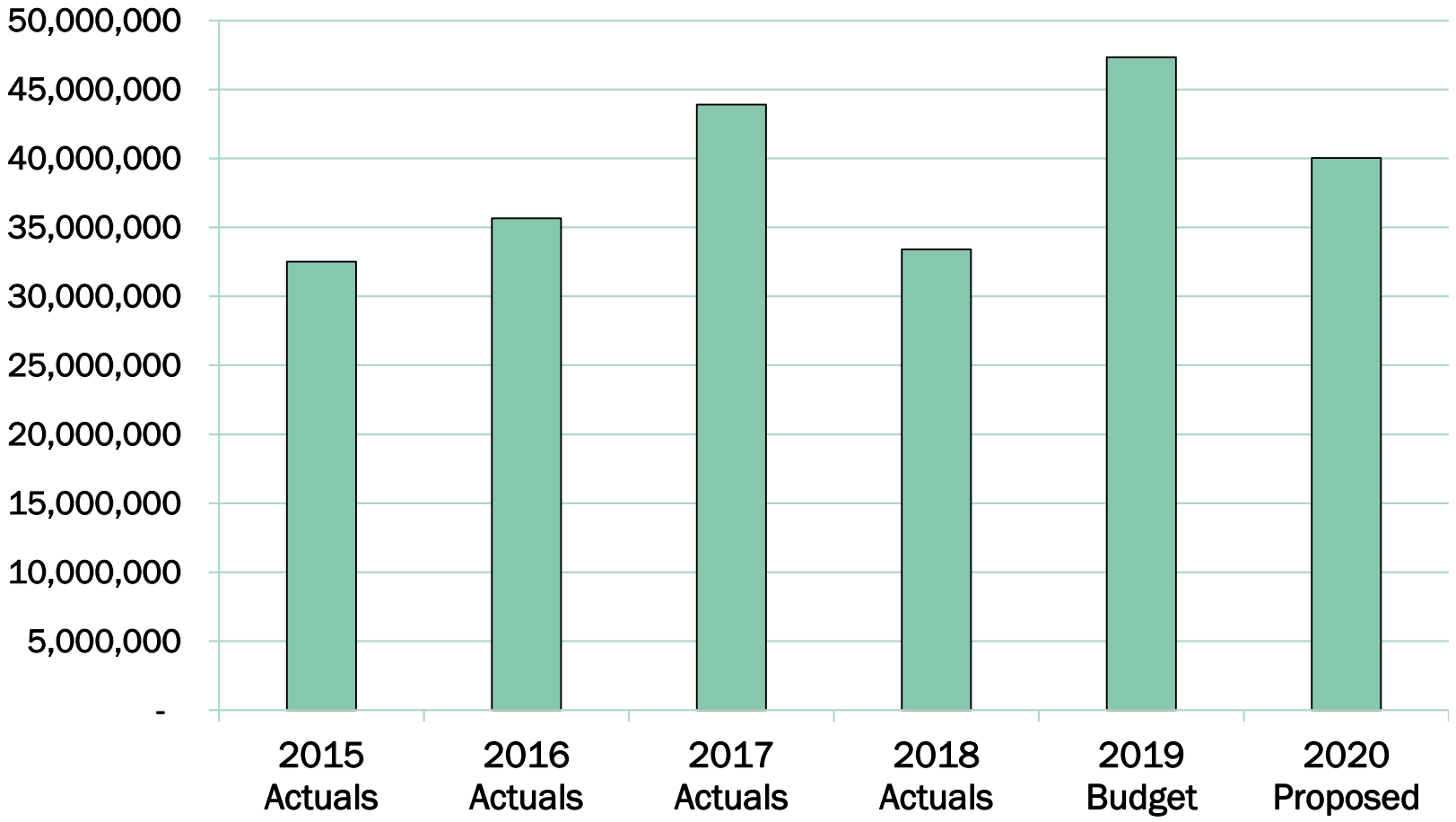
FY 2020 Proposed Budget vs. FY 2019 Amended Budget by General Fund Category

CATEGORY	FY 2020 PROPOSED	FY 2019 AMENDED	$ VARIANCE	% VARIANCE
Salaries & Benefits	$24,958,697	$23,418,487	$1,540,210	6.6%
Operating	$11,411,000	$10,967,604	$443,396	4.0%
Capital	697,889	1,714,015	($1,016,126)	(59.3%)
Other	$2,964,040	$11,241,215	($8,277,175)	(73.6%)
TOTALS	$40,031,626	$47,341,321	($7,309,695)	(15.4%)

General Fund
FY 2020



General Fund Expenditure Trends



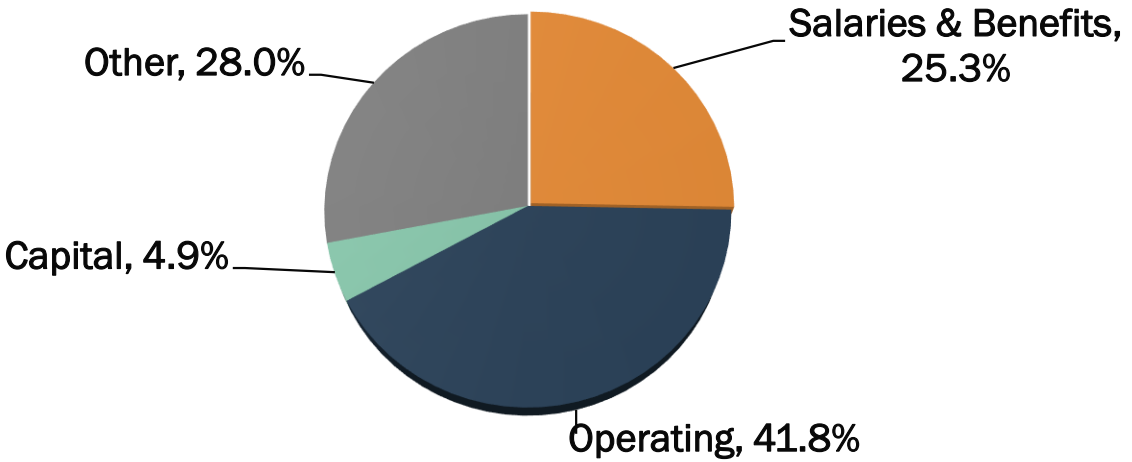
FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Division

WATER/SEWER FUND BY DIVISION	FY 2020 PROPOSED	FY 2019 AMENDED	% VARIANCE	% of BUDGET
Utility Support Services	$1,575,874	$1,672,011	(5.7%)	2.5%
Water Admin. (Lab)	$29,368,221	$29,450,627	(0.3%)	45.9%
Dyal Plant Operations	$14,434,162	$15,287,521	(5.6%)	22.5%
WFO/Water Collections	$9,052,364	$9,665,177	(6.3%)	14.1%
Engineering	$3,102,660	$6,665,037	(53.4%)	4.8%
Sellers Plant Operations	$3,264,295	$3,615,409	(9.7%)	5.1%
WFO/Waste Water Collections	$3,251,549	$2,952,503	10.1%	5.1%
TOTAL	**$64,049,125**	**$69,308,285**	**(7.6%)**	**100%**

FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Water/Sewer Fund Category

CATEGORY	FY 2020 PROPOSED	FY 2019 AMENDED	$ VARIANCE	% VARIANCE
Salaries & Benefits	$16,205,101	$15,195,948	$1,009,153	6.6%
Operating	$26,748,307	$25,201,190	$1,547,117	6.1%
Capital	$3,123,594	$9,348,133	($6,224,539)	(66.6%)
Other	$17,972,123	$19,563,014	($1,590,891)	(8.1%)
TOTALS	$64,049,125	$69,308,285	($5,259,160)	(7.6%)

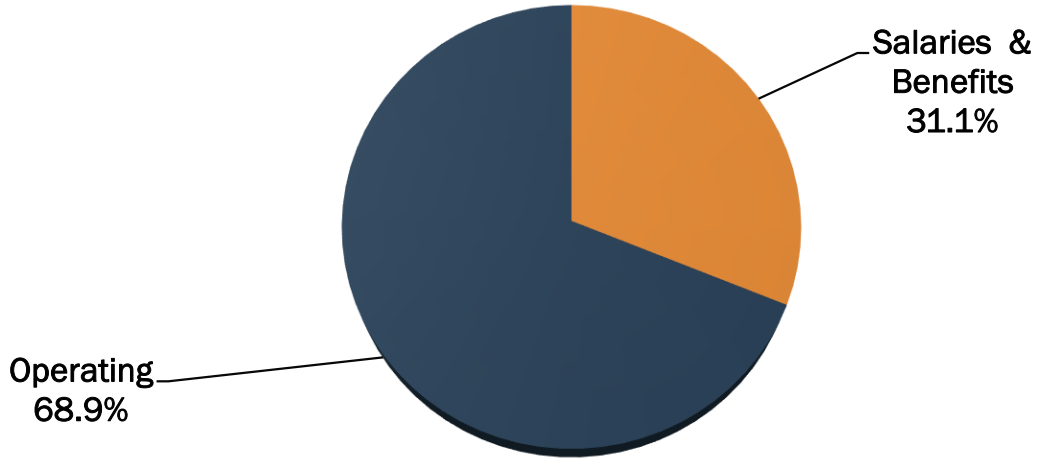
Water/Sewer Fund
FY 2020



FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Stormwater Fund Category

CATEGORY	FY 2020 PROPOSED	FY 2019 AMENDED	VARIANCE	% VARIANCE
Salaries & Benefits	$544,229	$709,711	($165,482)	(23.3%)
Operating	$1,203,463	$600,678	$602,785	100.4%
Capital	$0	$284,097	($284,907)	(100.0%)
Totals	$1,747,692	$1,594,486	153,206	9.6%

Stormwater
FY 2020



FY 2020 Proposed
General Fund Capital Budget

DEPARTMENTS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
City Manager	$60,000	$0	$60,000	$120,000
Finance	$0	$0	$41,127	$41,127
Police	$0	$364,657	$5,000	$369,657
Fire	$0	$32,104	$0	$32,105
Community Services	$0	$26,800	$0	$26,800
Public Works	$0	$108,200	$0	$108,200
TOTALS	**$60,000**	**$531,762**	**$106,127**	**$697,889**

FY 2020 Proposed Water/Sewer Capital Budget

DIVISIONS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
Dyal Plant	$250,000	$594,700	$0	$844,700
WFO/Water Collections	$415,584	$0	$0	$415,584
Engineering	$1,559,490	$0	$0	$1,559,490
Sellers Plant	$0	$40,020	$28,000	$68,020
WFO/Waste Water Collections	$0	$235,800	$0	$235,800
TOTALS	**$2,225,074**	**$870,520**	**$28,000**	**$3,123,594**

FY 2020 Proposed Capital Budget Other Funds

FUNDS	BUILDING	INFRASTRUCTURE	TOTALS
Cocoa Community Redevelopment Agency Fund	$6,487,300	$410,000	$6,897,300
Diamond Square Community Redevelopment Agency Fund	$0	$135,000	$135,000
Water/Sewer Capital Projects 2018 Bond Fund	$0	$18,567,036	$18,567,036
TOTALS	**$6,487,300**	**$19,112,036**	**$25,599,336**

City Council Questions/Comments

Public Hearing

- Public Comment on 1st Public Hearing for FY2020 Tentative Budget and CIP

Requested Action:

- Approve Resolution No. 2019-080 tentatively adopting a budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2019 and ending on September 30, 2020.

What is Next?

2nd Public Hearing – Sept. 25, 2019

6:00 P.M.

Cocoa City Hall, 65 Stone Street, Cocoa, FL. 32922

- Adopt a Millage Rate
- Adopt the FY2020 Budget

Legislation Details (With Text)

File #:	19-525	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/23/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of September 25, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-25-2019 Minutes.pdf EXHIBIT A- Comp Plan CC presentation by SME.pdf EXHIBIT B-FY2020 Budget Final Public Hearing (091119)F.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2019
Agenda Date: November 13, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of September 25, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes for all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of September 25, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

September 25, 2019

A Regular City Council Meeting was held on Wednesday, September 25, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

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

Deputy Chief Lamm provided the invocation and Councilmember Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Deputy Community Services Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; LeShawn Hinton, Helpdesk Support Technician; Samantha Senger, Assistant to the City Manager/ Public Relations Specialist; Lora Howell, Deputy Finance Director; Lea Taylor, Budget Analyst, Dodie Selig, Planning Manager; Darryl Niles, Redevelopment Program Manager; and Bryant Smith, Public Works Director.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 25, 2019 (19-434)
2. Minutes: (a) Regular Meeting of August 14, 2019 (19-435)
   (b) Emergency Meeting of August 30, 2019 (19-437)

Councilmember Boisvert advised that a Proclamation would be added as Item III.2 and that Item IX.1 would be postponed until further notice.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the Agenda for the Regular meeting of September 25, 2019, as amended.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Minutes of the Regular Meeting of August 14, 2019 and Emergency Meeting of August 30, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: "35th Anniversary of the First Domestic Violence Shelter in Brevard County". (19-443). (Mayor Williams)

   Mayor Williams read the proclamation into the record. Representatives from the Salvation Army accepted the proclamation.

2. Proclamation: “Remember Me Thursday”. (Mayor Williams)

   Mayor Williams read the proclamation into the record. Ms. Theresa Clifton thanked the City for recognizing this event as this goes back to a time when animals where considered accessories and disgarded. There were hundreds of

thousands of them across the United States and it makes her proud to be a part of such an event.

IV. DELEGATIONS:

Aleck Greenwood, 640 Brevard Avenue, Cocoa, provided photos of trees in the Village along with photos of gravel driveways to Council and staff. He noted that discussion was held at the Planning & Zoning Board regarding trees and gravel. Citizens with gravel driveways are being hit with code charges, yet the code is vague. He feels that the ordinance needed to be rewritten and to stop all charges until the code was corrected. It was hurting a lot of residents.

Sudhir Kotkcha, 1430 Dixon Boulevard, Cocoa, spoke about a group of residents at Asbury Apartments who unfairly targeted him. He was sent to jail on October 9, 2018 on false charges. He stated that the police were liars and shame on them. Officer Glen Wade never asked for video or asked any questions. He provided a written statement for the record.

Rita Lynar, 1200 Clearlake Road #2114, Cocoa, has been targeted by the same group of bullies who call the police and try to run residents out that they do not like. She wanted to know what could be done to those people. She stated that Chief Cantaloupe was supporting the mob. The core leader is the administrator and there are four followers. She submitted a letter for the record with recommended policies that she believes would help.

City Manager Titkanich noted that Ms. Lenar has been to the Police Community Relations Board twice, he has met with her, and staff has spent about sixty hours of research regarding her complaints. He will provide the memo that he wrote to Council. The police are put in hard situations when there are dealings with tenants against tenants.

Councilmember Koss asked if this was an appropriate issue for the Police Advisory Committee. In response, City Manager Titkanich advised that she had brought issues to them, some going back three years. He felt that the memo could speak for itself.

V. REPORTS:

Chief Prince advised that this was his last meeting before retiring on Friday. He thanked Council and noted that it has been an honor representing the City as

Chief, and he has the upmost confidence in Deputy Chief Lamm who will be stepping up to take the role of Chief.

City Manager Titkanich introduced Mr. Bryant Smith who is the new incoming Public Works Director. Mr. Wegerif will be retiring with thirty nine years at the end of October. He provided a brief background on Mr. Smith and Council welcomed him aboard.

Mr. Smith stated that he looked forward to working with everyone and continuing Mr. Wegerif's legacy here.

City Manager Titkanich noted that today the Brevard Legislative Delegation met and they want to put together a letter to Senator Wright and Rep. Sirois with the City's legislative priorities. He pointed out that the top priorities were as follows: Indian River Lagoon Restoration and Funding, Coastal Resiliency Planning, Community Partnership schools program through UCF, local control and to eliminate the pre-emption on short term vacation rentals and lastly, to honor and respect Home Rule. He stated that he would draft a letter.

He advised that there were two members of Council who serve on FLC Policy Committees, which are Mayor Williams and Councilmember Koss. The Florida League of Cities Legislative Conference is November 13-15, 2019, in Orlando, Florida. The main conference starts on Thursday, November 14th; however, there are some meetings that begin on Wednesday, November 13th, which is also a Council meeting day. It was determined that Mayor Williams, Councilmember Koss, and City Manager Titkanich will all be attending.

City Manager Titkanich reminded Council that back in 2014 staff met with Brevard Public Schools with the idea of applying for a planning grant for a community partnership school with Endeavor Elementary. Today, he and Mr. Fuhrer and the leadership Council with Endeavor underwent their Community in Schools evaluation. He felt that it went pretty well. They will meet tomorrow to hear the outcome of the assessment.

City Manager Titkanich spoke in detail about the grant and what it would include and advised that Endeavor has gone from an F to C school in five years. They would like the continuity maintained during the transition from sixth to ninth grade. They were hopeful that Cocoa High School would apply for the grant to be a community school.

Lastly, City Manager Titkanich advised that this was the last meeting prior to the end of the fiscal year. The fiscal year ends on September 30, 2019. He advised that there were funds budgeted for specific purposes, such as the donation policy, which requires a sixty day application period. There has been a request that a council member give the remainder of their funds to the Marine Resources Council. Marine Resources Council would still have to submit an application and everything would need to be done by September 30, 2019.

Councilmember Koss pointed out that they would be applying for the same thing that they did two years ago which was their report card.

* **IT WAS A CONSENSUS AMONG COUNCIL TO WAIVE THE SIXTY DAY TIME FRAME AND FOR THEM TO HAVE ALL INFORMATION SUBMITTED BY SEPTEMBER 30, 2019.**

City Manager Titkanich announced that there was a meeting scheduled with Eastern Florida State College.

Lastly, he reminded Council about the Change of Command Ceremony on Friday, September 27, 2019 at Fire Station #1. He thanked Chief Prince for his leadership and guidance during his tenure here with the City. His leadership was astounding and he will be greatly missed. He has great confidence in Deputy Chief Lamm as well.

Mayor Williams spoke about the bus stop at Fern and Prospect park. There is a gentleman who walks around and was trying to get money this morning from parents. He requested an officers presence when they are available during the morning at the stop.

Mayor Williams thanked Chief Cantaloupe and Code Enforcement for the abatement issue at Speedway. He thought it looked really nice.

Mayor Williams spoke about the signs that Ms. Cox bought and felt that there were some locations in the City that needed those signs. He does not believe that everyone ignores the signs and since there are some areas with no sidewalks, he believes that they were needed.
Mr. Wegerif agreed that they could look into purchasing some of the signs and they would look at areas where they would be the most beneficial.

Mayor Williams mentioned the downtown parking situation and that they need to address some issues, especially since there have been a number of parking studies done. He further mentioned the Leon and Jewel Collins Museum and that he would like to see things being done with that as well.

Lastly, he spoke about his attendance at the Walk for Alzheimers Event and the event to benefit the Bahamas. He thanked everyone who worked and helped with those events.

Councilmember Goins thanked Chief Cantaloupe for the patrols at Fern and Prospect Park. He believes that the police presence has made a difference.

He thanked Chief Prince and wished him well on his retirement. He noted that his life was better due to the Chief's love for God, his professionalism, and his advice. He would be missed.

Councilmember Goins pointed out that this Friday, Emma Jewel was having their Solar Flower installed and there would be a ceremony. The ceremony will begin at 2 p.m.

He announced that he would be meeting with Commissioner Lober at Stradley Park at 4 p.m. He noted that Parks and Rec were not doing a good job of keeping up with their facilities so he was hoping that Commissioner Lober could help.

Mayor Williams challenged the City Manager and employees that while riding around the City, if they see something that should not be near the roadway, to pick it up. He does not want anyone to put themselves in danger, but if something can be moved or picked up safely, then he encourages them to do so.

Deputy Mayor Warner mentioned that after the FLC Legislative Conference in Orlando, there would be an Advanced IEMO IV: Municipal Leadership class. It would be held on November 16 & 17, 2019, and she would be attending.

She thanked Ms. McLaughlin and Mr. Larry Brown for the PAL family night dinner. Everyone had a great time.

She further thanked Chief Cantaloupe for allowing her to take Copper to a dog show where he earned the "Best of Breed" title which added more points to his quest for a championship.

Additionally, she thanked the Brevard Kennel Club for funding Officer Rhodes and K9 Bear for the training they were doing this week. They paid for the training and the trip so there was no expense to the City.

Lastly, she advised that when Chief Prince came on board there were issues within the Fire Department. His impact has been incredible and he was leaving the department in a wonderful place. She wished him well.

Councilmember Boisvert thanked Chief Prince and agreed that he has brought the department a long way. He would be greatly missed.

He mentioned that the new lights that were installed in Lost Lakes have helped a lot.

Councilmember Koss attended the Brevard County Space Coast Kick Off of Vision Zero which is a campaign with the idea that there should be no pedestrian deaths. Florida was one of the highest ranking states in regards to pedestrian deaths and Brevard County was high within the state. This was a campaign that she would really like to pursue and she has heard many compliments about the signs on Michigan Avenue that were installed and that they were working.

She spoke of the opportunity to be a guest chef at Emma Jewel Charter Academy. She advised that they recognize students on values and it was one of the many schools that was advancing.

Additionally, Cambridge Elementary has started a chess club and won third place at a competition after only practicing for a few weeks. She would like to find a way to celebrate that victory.

Councilmember Koss brought up the stormwater issue and advised that she has spoken with several people and would like to continue to study the plan. She feels that in a couple of years we will see some benefits. She was not pleased with this process and she felt it all got pushed together at the end and would like for that to be done differently. She would like letters to go out earlier because it was not until the end of the process that she was challenged.

She further advised that she found out a few days ago that the credit program would not be put into place this year. There are residents who have put a lot of

money out to fix their properties. She asked if there was a way to do something creative for those who have obeyed and done something to correct their issues.

Assistant City Manager Fuhrer noted the City has defined "impervious area" with straight-laced language. Some of the residents have filed an appeal. The appeal goes to the Stormwater Engineer who reviews the appeal based upon the amount of impervious area. He explained that there were a few properties right on the line so it was very important to ensure that there was a proper measurement and to make sure that they were in the right category. As far as the credit policy, it would be for commercial or anyone with a St. John's permit. If they meet those requirements they would receive a 20% discount.

Councilmember Koss believed that when bills go out on November 1st that we would hear from residents.

She announced that her Town Hall meeting would be October 13 at the Florida Solar Energy Center and she thanked Chief Prince for his service.

Councilmember Goins reminded those interested that there was a Community Watch meeting tomorrow night at 6:00 p.m. at Fern and Prospect Park.

VI. CONSENT AGENDA:

1. Approve a Budget Resolution amending the Fiscal Year 2019 budget; approve Budget Amendment # 2019-117 which will reverse Budget Amendment #s 2019-101, 2019-102 and 2019-0197 as they pertain to the budget for the Section 108 loan; provide budget for the Section 108 debt proceeds and capital budget for the Dr. Joe Lee Smith Center in Fund 108 and to provide budget in the Section 108 Loan Fund for the 2.23% loan subsidy. (19-360). (Community Services Director)

2. Award Bid # B-20-01-COC, Water & Wastewater Treatment Chemicals, to Tanner Industries, Inc., Southampton, Pennsylvania, for Anhydrous Ammonia; Pending Budget Approval, To Request Additional Funds not to Exceed the Total Budgeted Amount of $4,118,435 for Dyal Water Treatment Plant Chemicals for Fiscal Year 2020. (19-430). (Utilities Director)

3. Approve Amendment #1 to Task Order 2019-26 (Change Order #1 to Purchase Order 74414) with Atlantic Development of Cocoa Inc., Cocoa, Florida, for an Addition in Funds Required for the Repair of a 12" Tapping Valve located at 33rd

Street and A1A in Cocoa Beach, Project No. WS11VR. (19-433). (Utilities Director)

4. Approve the purchase of an Elgin Broom Bear Mechanical Sweeper from Environmental Products of Florida utilizing Florida Sheriffs Association contact # FSA18-VEH16 and authorize a purchase order in the amount of $270,032.00, pending the Adoption of the Fiscal Year 2020 Budget. (19-444). (Public Works Director)

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. PUBLIC HEARINGS:

1. Pass on First Reading Ordinance No. 13-2019: Adopting amendments to the City of Cocoa Comprehensive Plan based on the City's Evaluation and Appraisal Report (EAR) of the Comprehensive Plan pursuant to Section 163.3191, Florida Statutes and authorizing transmittal to the Florida Department of Economic Opportunity. (19-415). (Community Services Director)

Attorney Garganese read the ordinance into the record by title only. He mentioned this was the first reading of the ordinance and it was comprehensive plan amendments. There is a special process through Florida Statutes that the City must follow. If passed it will be transmitted to the State for final review and comment.

ORDINANCE NO. 13-2019

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

Ms. Selig advised that the Special Planning & Zoning Board meeting was held last night, and there was a recommendation to approve, but they proposed to change the language in Policy 5.1.1.3 regarding trash pick up from one time to two times per week. The last update of this plan was done in 2010 and the same consultants came back to work with the City again on the plan.

City Manager Titkanich spoke in regards to the Board's recommended change and advised that this was not lowering the service, but rather provides for flexibility.

Mayor Williams stated that in 2010 when this was worked on an item was brought up about holidays and other certain conditions where trash may not be picked up and that was the reason they went to two days. He asked who determined "as needed" pickups and the City Manager stated that ultimately Council approves the contract during contract negotiations.

Deputy Mayor Warner clarified that the City Manager was asking Council to leave this alone due to the contract coming up and the flexibility. City Manager Titkanich agreed, with all due respect to the Planning & Zoning Board.

Christopher Doughtery, the consultant, noted that they were not going to review each policy but would provide an overview of the high-level elements. He provided a presentation on the EAR-Based Amendments[1].

The elements of the Comp Plan were discussed along with the purpose of the plan. Florida Statute 163.3191 requires a review and evaluation of the Comp Plan every seven years. He further explained the importance of the plan and why it needed to be submitted.

A matrix of the proposed changes was shown, along with a description and the recommended actions.

Mr. Doughtery spoke about recent legislation changes, which are included in Chapter 163 of the Florida Statutes.

General changes in the plan were the removal of References to Rules 9J-4 & 9J-11-FAC; updated timeframes and dates; the removal of policies that were no

[1] EXHBIT A: EAR-Based Amendments Presentation

longer needed; updated Statute references, and they ensured consistency with Florida Statutes.

Additionally, some of the proposed changes were the Future Land Use Element, Transportation Element, Infrastructure (sanitary sewer, solid waste, potable water, stormwater maintenance and aquifer recharge), Housing Element, Recreation and Open Space Element, the Intergovernmental Coordination Element, Capital Improvements Element, Conservation, and Public Schools Facilities Element.

Mr. Doughtery pointed out that most of the changes were under Coastal Management.

He reviewed Coastal Mapping and explained the other maps in detail, and explained the next steps in regards to the Comp Plan, which includes the following:

- Make revisions based on feedback
- Ten days to transmit the package
- DEO-Coordinated State Review
- City Council adoption hearing in December (TBD)

City Manager Titkanich thanked Mr. Doughtery and his staff who worked hard on this plan. Mr. Doughtery worked with the City back in 2010 and during that time the main issues identified were housing and redevelopment. The same plan was adopted while in the middle of the recession and it was not until 2014 did the City see anything come back. The plan provides flexibility for the City to move in the right direction.

City Manager Titkanich advised that he spoke with the DEO and there is a time period once it is submitted and once it is done the City will be in compliance. They do not have to wait until December.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

Councilmember Koss clarified the difference in the Strategic Plan and Comp Plan. In response, City Manager Titkanich explained that the Plan was basically a constitution on land use. It includes goals and objectives, many of which are aspirational, and there are some that are very specific and binding. The Strategic

Plan is an organizational document that guides the City as to where we want to go as a City. The Comp Plan regulates development and growth of our land.

Councilmember Koss questioned the wording on page 1-26 and asked in Policy 1.3.1.6 if it should read Federal Opportunity Zones instead of Florida Enterprise Zones.

IT WAS A CONSENSUS AMONG COUNCIL TO CHANGE THAT WORDING.

Ms. Selig can make the change tonight.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to Approve Ordinance No. 13-2019 on First Reading, Adopting amendments to the City of Cocoa Comprehensive Plan based on the City's Evaluation and Appraisal Report (EAR) of the Comprehensive Plan pursuant to Section 163.3191, Florida Statutes and authorizing transmittal to the Florida Department of Economic Opportunity, and to change the wording on Page 1-26 from Florida Enterprise Zones to Federal Opportunity Zones, and to NOT include the recommendation that was made by the Planning & Zoning Board on September 24, 2019**.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. (a) Approve Resolution 2019-084 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2020 commencing on October 1, 2019 and ending on September 30, 2020, which represents an increase of 3.36% over the rolled-back rate of 5.7844.

Ms. Bowman provided a presentation on the FY 2020 budget[2] and advised that the purpose of this hearing was to adopt a Final Millage Rate for FY 2020 and to adopt a Final Budget for FY 2020.

She pointed out that the City must have a balanced budget by October 1, 2019.

Ms. Bowman further clarified that the millage rate cannot exceed the millage rate of 5.9790 as approved by Council on July 24, 2019.

[2] EXHIBIT B: FY 2020 Budget Presentation-2nd Public Hearing

She provided a historical review of the ad valorem tax base along with a historical review of the millage.

The FY 2020 TRIM Rate options were discussed. Ms. Bowman noted that the rates were as follows:

- FY 2019 Adopted rate: 5.9790
- Current Rate-Proposed: 5.9790
- Rolled-Back Rate: 5.7844
- Majority Rate: 12.0927

The impact to single family property owners was explained in detail and she further explained what their increases would be.

Lastly, she noted the City ranked number six in comparison to other cities in Brevard County.

The following public service announcement was made:

- The City of Cocoa is the taxing authority.
- The rolled-back rate is 5.7844.
- The rolled-back rate is a 0% increase.
- The millage rate to be levied is 5.9790.
- The millage rate of 5.9790 is a tax increase of 3.36% as a percent change of the rolled- back rate.

Councilmember Koss asked for clarification on the changes that were received. In response, Ms. Bowman explained that the changes were those made since the initial budget that Council received in July.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve Resolution 2019-084 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2020 commencing on October 1, 2019 and ending on September 30, 2020, which represents an increase of 3.36% over the rolled-back rate of 5.7844.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

(b) Approve Resolution 2019-085 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2020 commencing on October 1, 2019 and ending on September 30, 2020. (19-445). (Finance Director)

Ms. Bowman provided a presentation on the final budget and announced that the requested action for tonight was to approve Resolution No. 2019-085 adopting a final budget and CIP for FY 2020.

She discussed the revenue trends in the General, Water/Sewer, and Stormwater funds. Additionally, she reviewed the FY 2020 proposed budget versus the FY 2019 amended budget by fund. She pointed out that the total budget for FY 2020 is $153,266,890.00.

Expenditure trends were shared and the FY 2020 proposed budget versus the FY 2019 amended budget by fund and department were discussed in detail.

Councilmember Koss asked if stormwater salaries went down. In response, Ms. Bowman noted it was due to the allocation of salaries. It was not a change in people it was an accounting issue.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to Approve Resolution 2019-085 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2020 commencing on October 1, 2019 and ending on September 30, 2020.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. COUNCIL BUSINESS:

1. City Council approval of Interlocal Agreements between the Brevard County Board of County Commission and the City of Cocoa and the US1 Corridor and Diamond Square Community Redevelopment Agencies. (19-448). (City Manager)

City Manager Titkanich reminded Council that in 2017 there was a workshop held with municipalities, CRA's, and the County Commission following an effort where a member or two fought to revoke or modify certain CRA authority. This resulted in a commitment by municipalities to negotiate with Brevard County an ILA regarding their respective CRA's.

In 1998, both the Diamond Square CRA and US 1 CRA were created under the Brevard County Commission. The City and County negotiated and on September 9, 2019, the County Manager advised that the ILA's were approved by the Board at their September 5, 2019 meeting.

The US 1 Corridor CRA Interlocal Agreement provides that the agency shall terminate by September 30, 2010 and that the County will not owe any tax increment funds for FY 2020. Their budget was developed with the ILA in mind and the major expense was a loan payment to the City of Cocoa General Fund for the FDOT-US1 Widening Streetscape Project, of which the City TIF contribution would cover that expense. The loan matures on October 1, 2022 and the City will be responsible for debt service payments.

If this is approved, staff will work with the City Attorney to take necessary actions to terminate the CRA during FY 2020.

He explained that the Diamond Square CRA ILA provides for an extension of ten years, and their termination date will be September 30, 2032. The County Commission are also approving the Diamond Square CRA plan and the County annual TIF contribution shall be capped at an amount not to exceed $150,000.

Additionally, the Diamond Square CRA shall be limited to using an amount not to exceed 25% of the County TIF contribution for administrative expenses, both the City and Diamond Square CRA agree that no county TIF will be used to fund travel expenses for Board members and both the City and Diamond Square CRA agree to obtain Board of County Commission agreement prior to incurring any indebtness.

Furthermore, the board shall be reformed as a seven member board of which one member will be the District 2 Brevard County Commissioner or designee that meets the qualifications of the Florida Statutes and approved by the Board of County Commissioners, the reformed Diamond Square CRA Board will appoint four year terms, except that three of the City Council appointed CRA Board

members shall serve terms of 1,2, and 3 years respectively, from the date of their appointments.

Furthermore, no CRA Board member may serve more than two consecutive terms followed by at least one year off the CRA board before they can be considered for reappointment, and lastly, the CRA will comply with the annual reporting with the financial audit report requirements.

Commissioner Lober would like to see himself or a designee sit on the board.

City Manager Titkanich mentioned that the Board of County Commissioners originally delegated the authority to the City to develop both of these CRA's and thus, they were created by ordinance, so it was appropriate to come to Council. If the ILA's are approved the City would take the necessary actions to restructure the Diamond Square CRA and to sunset the US 1 CRA by September 30, 2020.

City Manager Titkanich reiterated the recommended motion and pointed out the next meeting date for each of these boards.

Mayor Williams spoke about the current members and if their years of service had anything to do with what was about to happen. In response, City Manager Titkanich shared that he spoke with the County Manager today and informed them of their next meeting dates. It would be after that when the restructuring would take place. He stressed that nothing prevents the Council from appointing existing members but there would be one less appointee and a County Commissioner on the board.

Brief discussion was held on the new term limits for the Diamond Square CRA.

Councilmember Goins mentioned that he does not understand why they were not a part of the negotiation process. He was just seeing this and feels that it was hard enough to find volunteers. Diamond Square's budget is already small and now we will be taking on administrative costs. In ten years property values could go up.

Councilmember Goins clarified that Commissioner Lober was 100% in agreement with reappointing standing members. In response, City Manager Titkanich stated that the County Commission voted on these agreements and there was nothing that precludes the Council from appointing standing members.

Deputy Mayor Warned asked what the term limit would be for the District 2 appointee, in which City Manager Titkanich advised it would be a four-year term.

City Manager clarified that the agreement does say that existing members "may be" appointed to the board.

Mr. Tom Yardley, 1970 Michigan Avenue, Cocoa, felt that this was a bad idea and that there were dirty politics behind this. These are tax dollars that would otherwise go to Brevard County but are brought into Cocoa and spent by Cocoa. He feels that the County was trying to push the City around but knows that the City Manager is only trying to protect the CRA's. Mr. Yardley believes that they will see Cocoa as weak and try to come after the Cocoa CRA.

City Manager Titkanich does not disagree and is a huge proponent of CRA's. With the County Charter, however, they hold the terms and with the existing resolution, they sought to revoke the powers of the Diamond Square CRA.

Mayor Williams does not like the term limit portion of the agreement but believes that was probably the best deal they will get.

Tracy Moore, Chair of the Diamond Square CRA, stated that they are a strong board, they are not weak. They are all volunteers and have given a lot of time and effort to the joys they are seeing throughout the community. She hoped that Council recognized that the members are hard workers. The Board will push forward and they are not going to stand back and let the County Commission control everything. There was still a lot of work to be done and she, herself, will continue to make sure that goals were met.

Councilmember Goins does not like being controlled.

*** MOTION by Deputy Mayor Warner; Seconded by Councilmember Goins, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. CITY BUSINESS:

1. ~~Approve a letter of support committing to a Municipal Services Capital Contribution Agreement between the City of Cocoa and Brevard Public Schools, subject to, and for the purposes of obtaining a grant from the Florida Department of Economic Opportunity (DEO) Florida Job Growth Grant Fund for the Brevard Adult Education Career and Technical Education Center. Should the Grant be Awarded, Staff will return to City Council to Accept the Revenue and prepare the appropriate FY2020 Budget Adjustments. (19-391). (Community Services Director)~~

*** This item was postponed.**

MULTI-YEAR CONTRACTS:

2. Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $181,534.10 for the milling, paving and striping of Pineda Street from Dixon Blvd to Peachtree Street, (Project #PW20PS), utilizing Brevard County Bid # B4-18-50, effective June 21, 2019 through June 20, 2020. Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving in the amount of $76,276.20 utilizing Brevard County Bid # B4-19-07 effective January 14, 2019 to January 13, 2022 for the demolition and reconstruction of non-compliant ADA ramps, sidewalks and curbing on Pineda Street from Dixon Blvd to Peachtree Street. Authorize the City Manager to approve any change orders up to $50,000 for any additional work as needed. Pending the approval of Fiscal Year 2020 Budget. (19-440). (Public Works Director)

*** MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 08/31/2019. (19-420). (Finance Director)

2. Cocoa Police Department District Event Statistics for the month of July, 2019. (19-436). (Chief of Police)

3. 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. (19-441). (Finance Director)

4. FY 2019 Budget Adjustment Report. (19-442). (Finance Director)

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to adjourn the Regular meeting of September 25, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:44 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

COCOA
FLORIDA

EXHIBIT A: EAR-Based Amendments Presentation

EAR-BASED AMENDMENTS

CITY COUNCIL

Transmittal Hearing

September 25, 2019

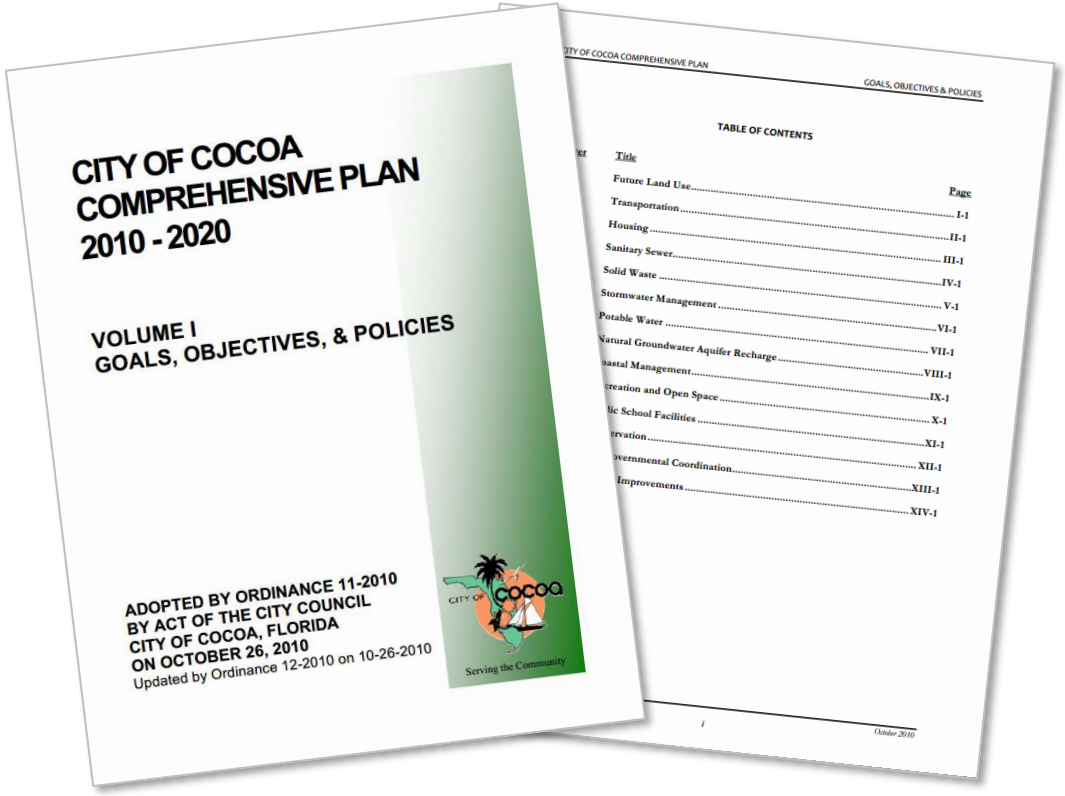
AGENDA

- Purpose
- Matrix of Proposed Changes
- Recent Growth Management Legislation
- Highlights of Proposed Amendments
- Coastal Mapping



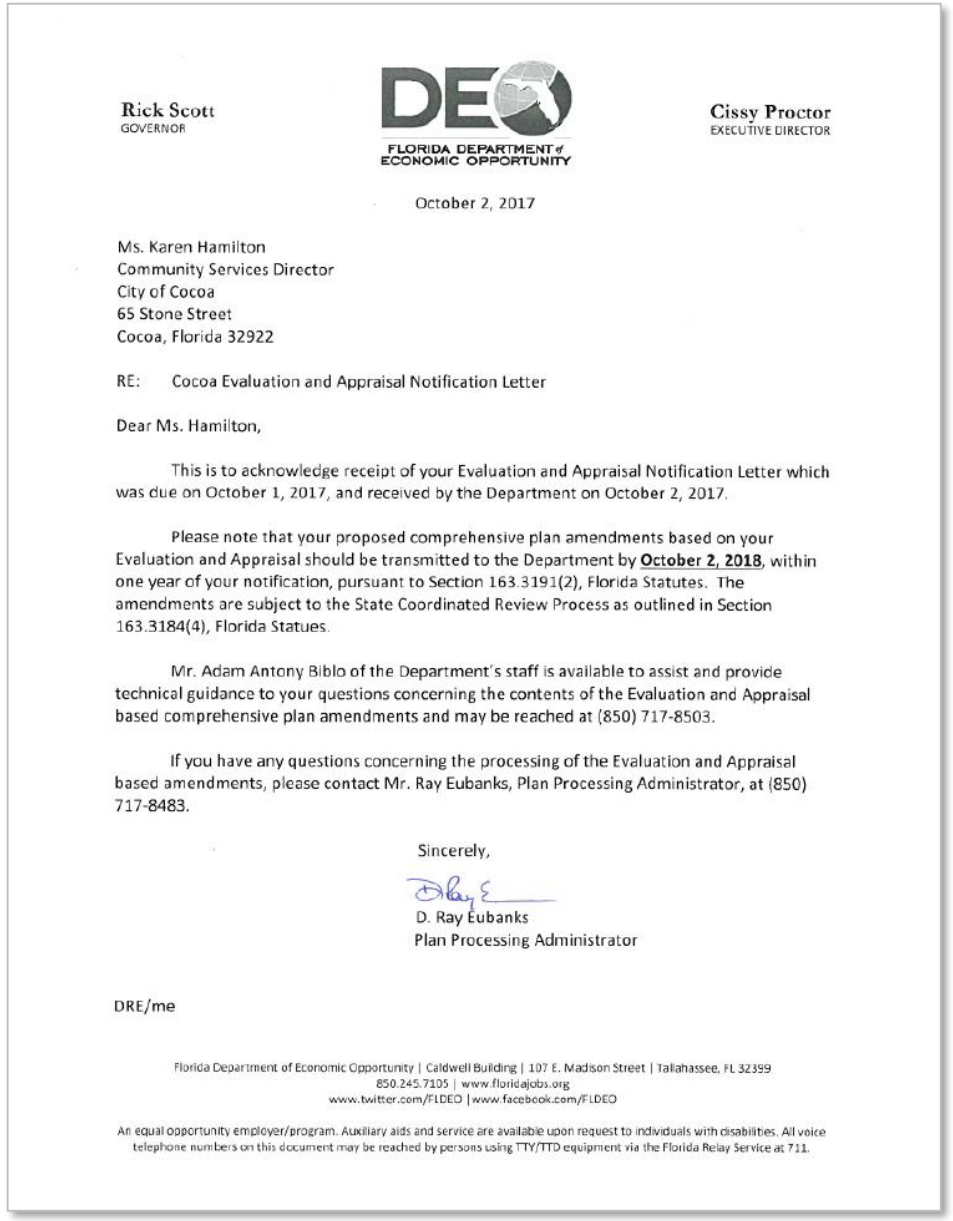
COCOA'S COMP PLAN

- Elements:
  - Future Land Use
  - Transportation
  - Housing
  - Infrastructure (Sanitary Sewer, Solid Waste, Potable Water, Stormwater Man., & Aquifer Recharge)
  - Coastal Management
  - Recreation and Open Space
  - Public Schools Facilities
  - Conservation
  - Intergovernmental Coordination
  - Capital Improvements



PURPOSE

- Section 163.3191, Florida Statutes:
  - Requires a review and evaluation of the comp plan every 7 years
  - Used to include a long report and a full update of the plan
  - Now requires a letter notifying the state of whether the City needs to make changes or not
  - City's letter submitted on 10/2/17
  - Amendments due **10/2/18**



Rick Scott
GOVERNOR

DEO
FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

October 2, 2017

Ms. Karen Hamilton
Community Services Director
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Cocoa Evaluation and Appraisal Notification Letter

Dear Ms. Hamilton,

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter which was due on October 1, 2017, and received by the Department on October 2, 2017.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by **October 2, 2018**, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes. The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), Florida Statues.

Mr. Adam Antony Biblo of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850) 717-8503.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Processing Administrator, at (850) 717-8483.

Sincerely,

D. Ray Eubanks
Plan Processing Administrator

DRE/me

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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

MATRIX OF PROPOSED CHANGES

- Outlines changes in statutes since the last EAR (2010)
- S&ME's recommended changes
- Staff responses



MATRIX OF PROPOSED CHANGES

City of Cocoa

Florida Statutes Changed Since 2011

Years	Section	Title	Description	Recommended Action	Status
General Comments			Change 'Department of Community Affairs' to 'Department of Economic Opportunity'	**REVISE** Policies 13.1.4.1 & 2 to state "state land planning agency" in lieu of "Department of Community Affairs"	COMPLETE
			Remove reference to Rule 9J-5 and 9J-11	Revise Objective 14.1.2 and policies 1.1.2.8, 1.1.2.9, 1.1.2.13, 12.1.6.15	COMPLETE
			Review/update specific statute sections referenced in the plan.	All elements	COMPLETE
			Update dates	**QUESTION TO STAFF:** Please let us know which items have been completed and which need to be changed to a different year. Pol 1.1.6.3 - By 2012, consider adopting historic pres. ord. Obj 1.2.2 - By 2012, establish a vision Pol 2.1.3.1 - By 2011, establish mobility strategies Pol 2.1.3.2 - By 2012, evaluate use of mobility in lieu of impact fees Obj 2.1.9 - By 2012, establish scenic roadway criteria Pol 4.1.2.2 - By 2012, coordinate with the County to encourage support of all wastewater objectives and policies that are relevant to the enclaves or areas identified through an urban reserve agreement. Pol 4.1.4.7 - By 2012, adopt ordinance prohibiting package plants Pol 7.1.4.1.H - By 2011, implement BMP for water conservation, including any new technology not yet developed. Pol 7.1.4.1.I - By 2011, adopt water conservation ordinance Pol 9.1.5.3 - By 2012, adopt County's marina siting criteria Pol 9.2.3.1 - By 2014, adopt a post-disaster redev. plan	WAITING
2016 - 2018	Section 163.3177(6)(a)11	Amendments to Future Land Use Element to Address Military Base Compatibility (Chapter 2016-10, section 13, Laws of Florida)	Deletes this obsolete subsection which required local governments to transmit comprehensive plan updates or amendments to address compatibility of lands adjacent or closely proximate to existing military installations or lands adjacent to an airport to the state land planning agency by June 30, 2012.	NA	
	Section 163.3175(7)	Financial Reporting for Ex Officio Military Representatives on Local Boards (Chapter 2016-148, section 2, Laws of Florida)	Modifies this section to state that a representative of a military installation is not required to file a statement of financial interest pursuant to section 112.3145, F.S., solely due to his or her service on the local government's land planning or zoning board.	NA	
	Section 163.3184	Process for Adoption of Comprehensive Plans or Plan Amendments (Chapter 2016-148, section 3, Laws of Florida)	Amends section 163.3184(2)(c) to modify the language pursuant to changes in section 380.06, F.S., to require state coordinated review of plan amendments that approve DRI-sized proposed developments; no substantive change *** Adds subsection 163.3184(5)(e)3 to provide that when an administrative law judge issues an order recommending that a plan amendment be found in compliance, the recommended order becomes the final order 90 days after issuance unless the state land planning agency issues a final order finding the amendment in compliance, refers the recommended order to the Administration Commission, or all parties	NA	

RECENT LEGISLATION

- Changes to Chapter 163, F.S.
  - Community Planning Act 2011
    - Removed transportation, parks and school concurrency
    - EAR Process changed
    - CIPs annual update but outside of the plan amendment process
    - Repealed Rules 9J-5 and 9J-11, FAC
    - Establish Expedited/State Coordinated Review Processes
  - 2013
    - Alternatives to transportation concurrency
    - Local Manufacturing Development Program (optional)
  - 2014
    - Fuel Terminal use pre-emption

COCOA
FLORIDA

RECENT LEGISLATION

- Changes to Chapter 163, F.S.
  - 2015
    - Peril of Flood
    - Sea Level Rise and Flood Risks
    - National Flood Insurance Community Rating System encouraged
  - 2016
    - DRI sized projects require state coordinated review
  - 2018
    - Minor changes (definitions and editorial changes)

COCOA
FLORIDA

HIGHLIGHTS OF PROPOSED CHANGES

- General Changes
  - Removed References to Rules 9J-5 & 9J-11 FAC
  - Updated Timeframes and Dates
  - Removed Policies No Longer Needed
  - Updated Statute References
  - Ensured Consistency with Florida Statutes



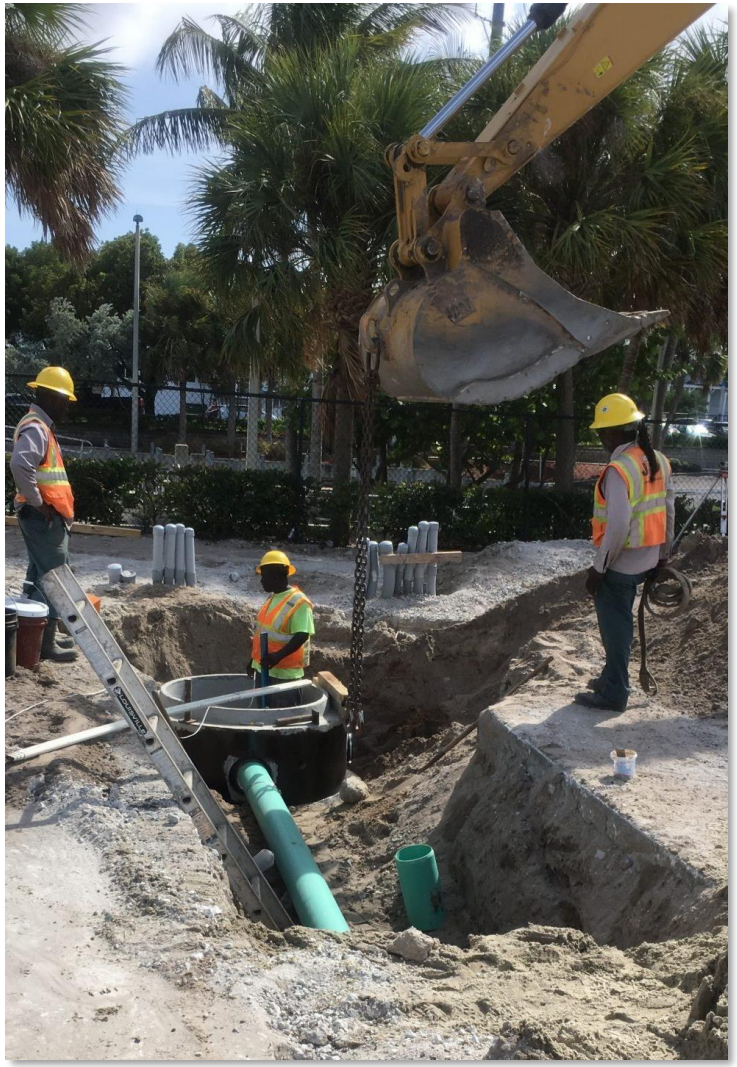
HIGHLIGHTS OF PROPOSED CHANGES

- Future Land Use Element
  - Removed 9J-5 References
  - Updated Timeframes and Dates
  - Ensured Consistency with Florida Statutes
  - Future Land Use Map Series (FLUM, CHHA, & Wetlands)
- Transportation Element
  - Confirmed Use of Transportation Concurrency
  - Updated or Removed Timeframes



HIGHLIGHTS OF PROPOSED CHANGES

- Infrastructure (Sanitary Sewer, Solid Waste, Potable Water, Stormwater Man., & Aquifer Recharge)
  - Updated or Removed Timeframes
  - Adjusted Solid Waste Collection for Residential
  - Added Peril of Flood Policies to Stormwater Element



HIGHLIGHTS OF PROPOSED CHANGES

- Coastal Management Element
  - Peril of Flood
    - Reduction of Flood Risks on Redevelopment Sites
    - Ensure Consistency with the Local Mitigation Strategy
    - Continue Participation in the NFIP Community Rating System
    - Encourage Removal of Properties from a Flood Zone
    - Coastal Resiliency Adaption Area Action Planning



HIGHLIGHTS OF PROPOSED CHANGES

- Housing Element
  - Updated Statute References
  - Added Required Language
- Recreation and Open Space Element
  - Added in Parks and Recreation Master Plan
- Intergovernmental Coordination Element
  - Updated Agency References



HIGHLIGHTS OF PROPOSED CHANGES

- Capital Improvements Element
  - Removed Financial Feasible Language
  - Updated Timeframes and LOS Timeframes
  - Removed CIS Table from Text of Policy
  - Added CIS Table as a Standalone Document
  - Added Budget Priorities



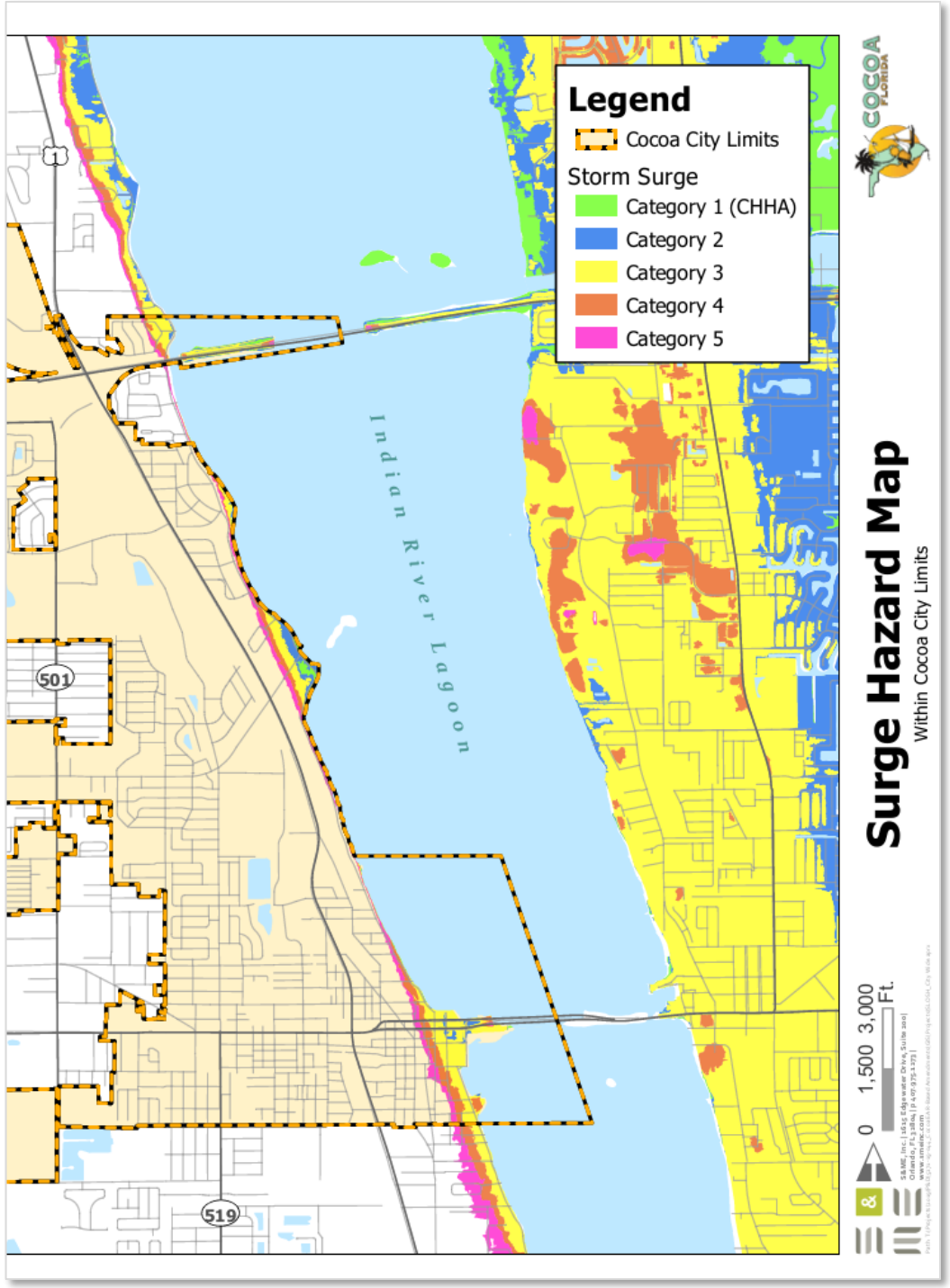
HIGHLIGHTS OF PROPOSED CHANGES

- Conservation
  - Updated Water Dependent Uses
- Public Schools Facilities Element
  - Updated LOS Tied to Timeframes
  - Removed Financial Feasibility Requirement
  - Added a Policy allowing Development that Fails School Concurrency to Proceed under Certain Circumstances



COASTAL MAPPING

- Surge Zones Map
- Existing Land Use with Coastal Area
- Future Land Use within Coastal Area
- FEMA Flood Zones in Coastal Area
- Projected Sea Level Rise
- Updated the CHHA

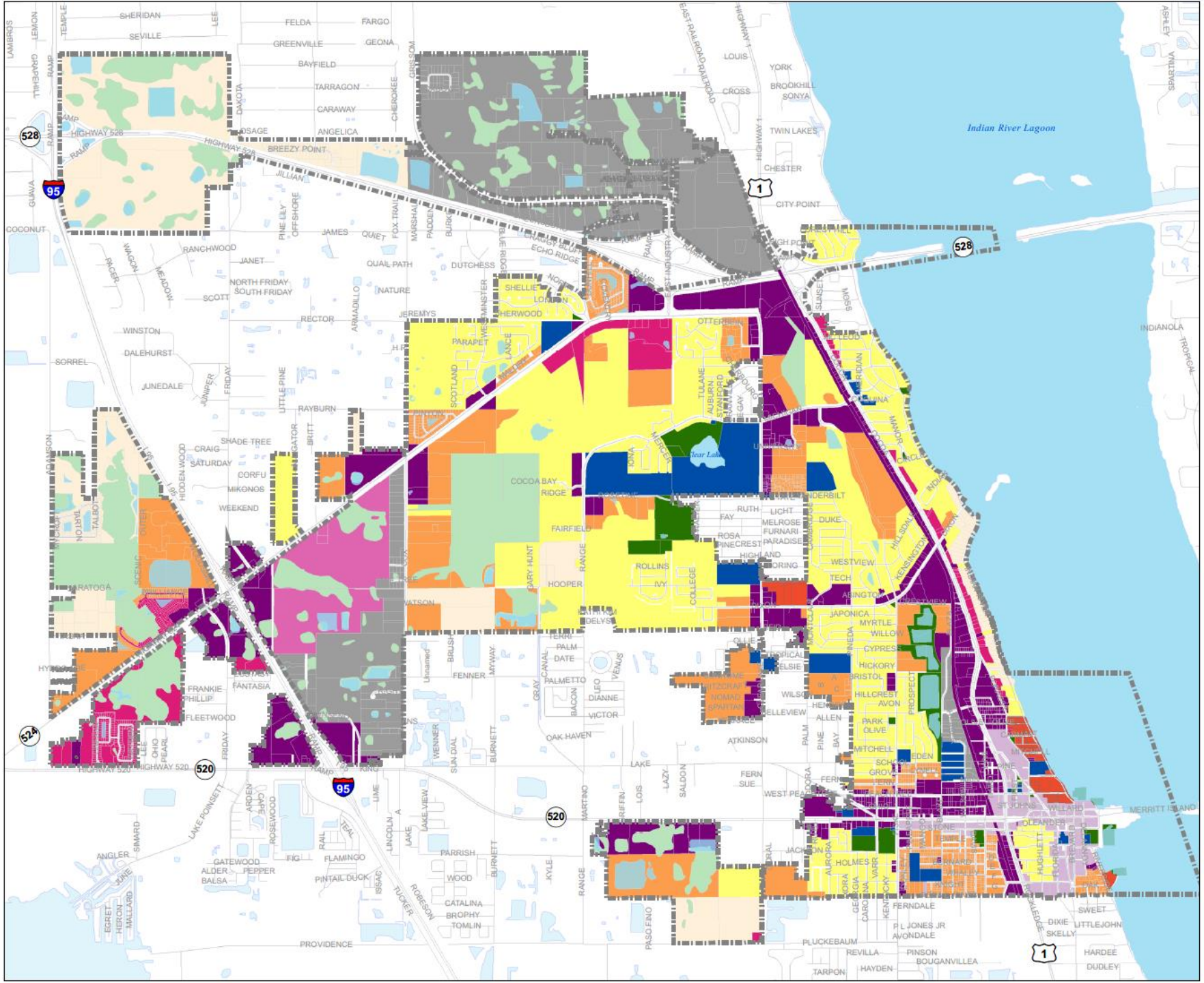


NEXT STEPS

- Make Revisions Based on Feedback
- Ten Days to Transmit Package
- DEO - Coordinated State Review
  - 60 days for Agency Review
  - Respond to Objections, Recommendations, and Comments (ORC) report
- City Council Adoption Hearing in December (TBD)



Future Land Use Map





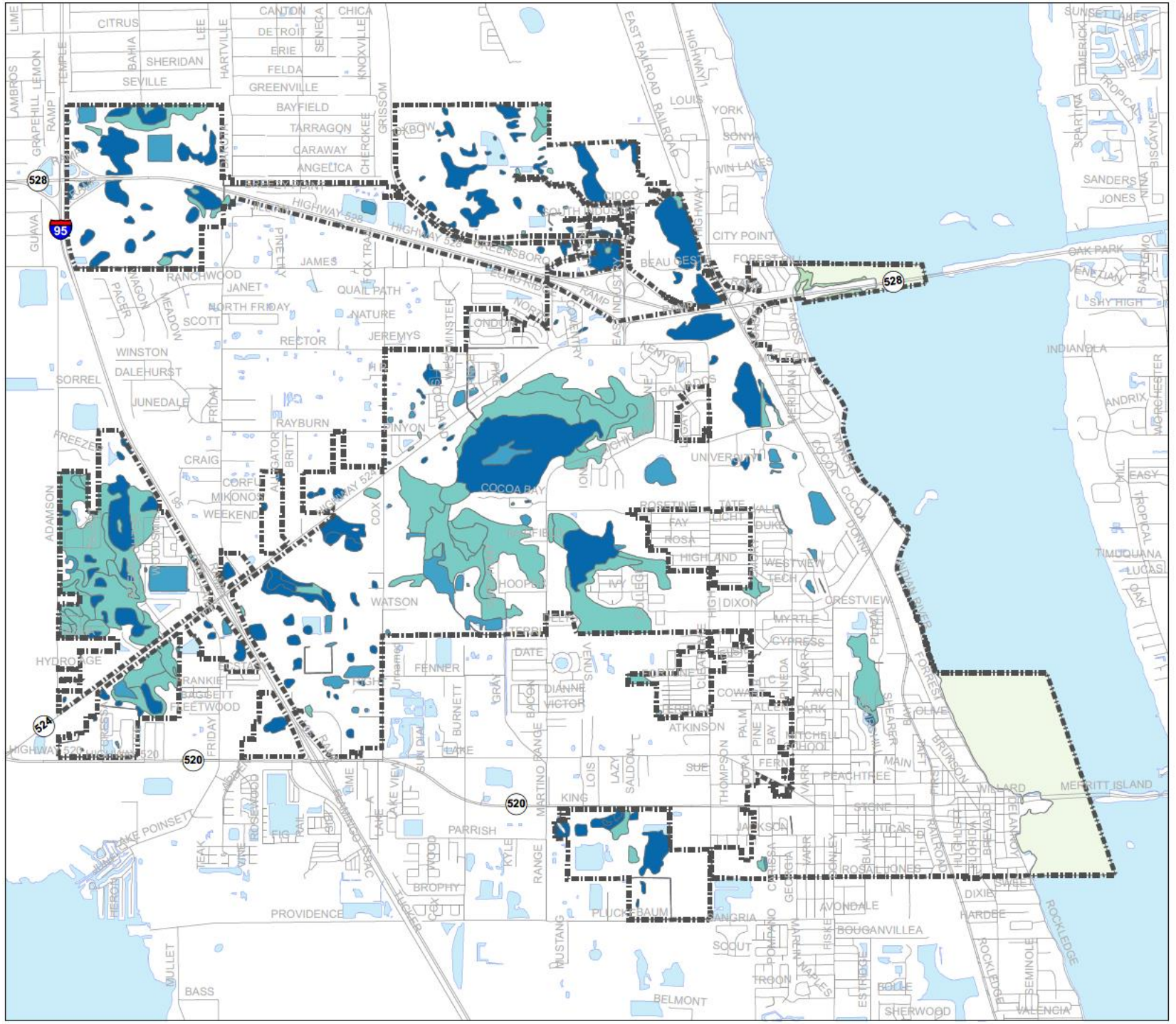
- Cocoa City Limits
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Regional Activity Center
- Neighborhood Commercial
- Commercial
- Industrial
- Institutional
- Recreation/Open Space
- Conservation

0 0.5 1
Miles

This map was compiled from the Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019

Map M-I-7

Wetland Map





Wetlands

WETLAND TYPE

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine
- Waterbodies
- Cocoa City Limits

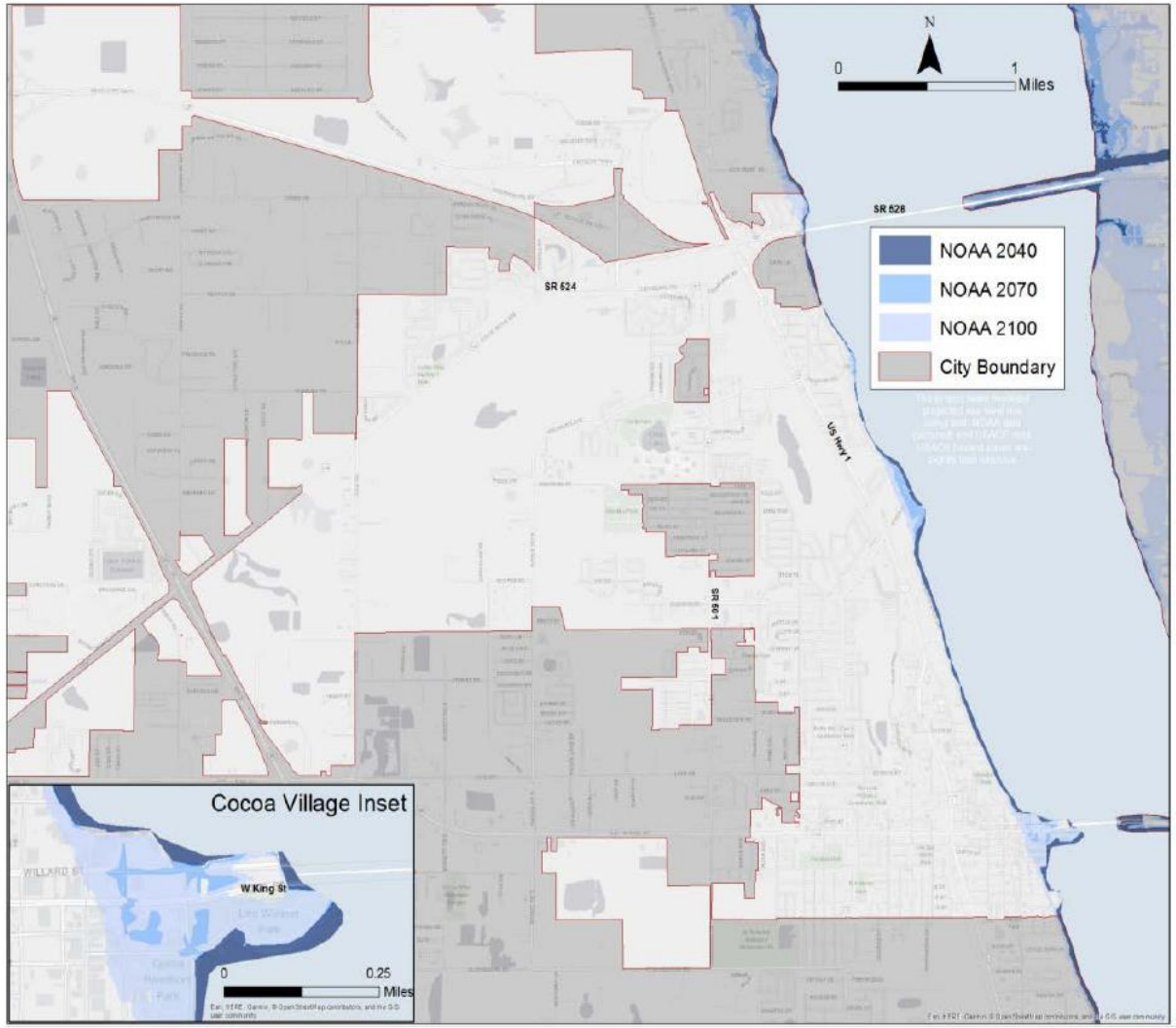
0 1 2
Miles

This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019

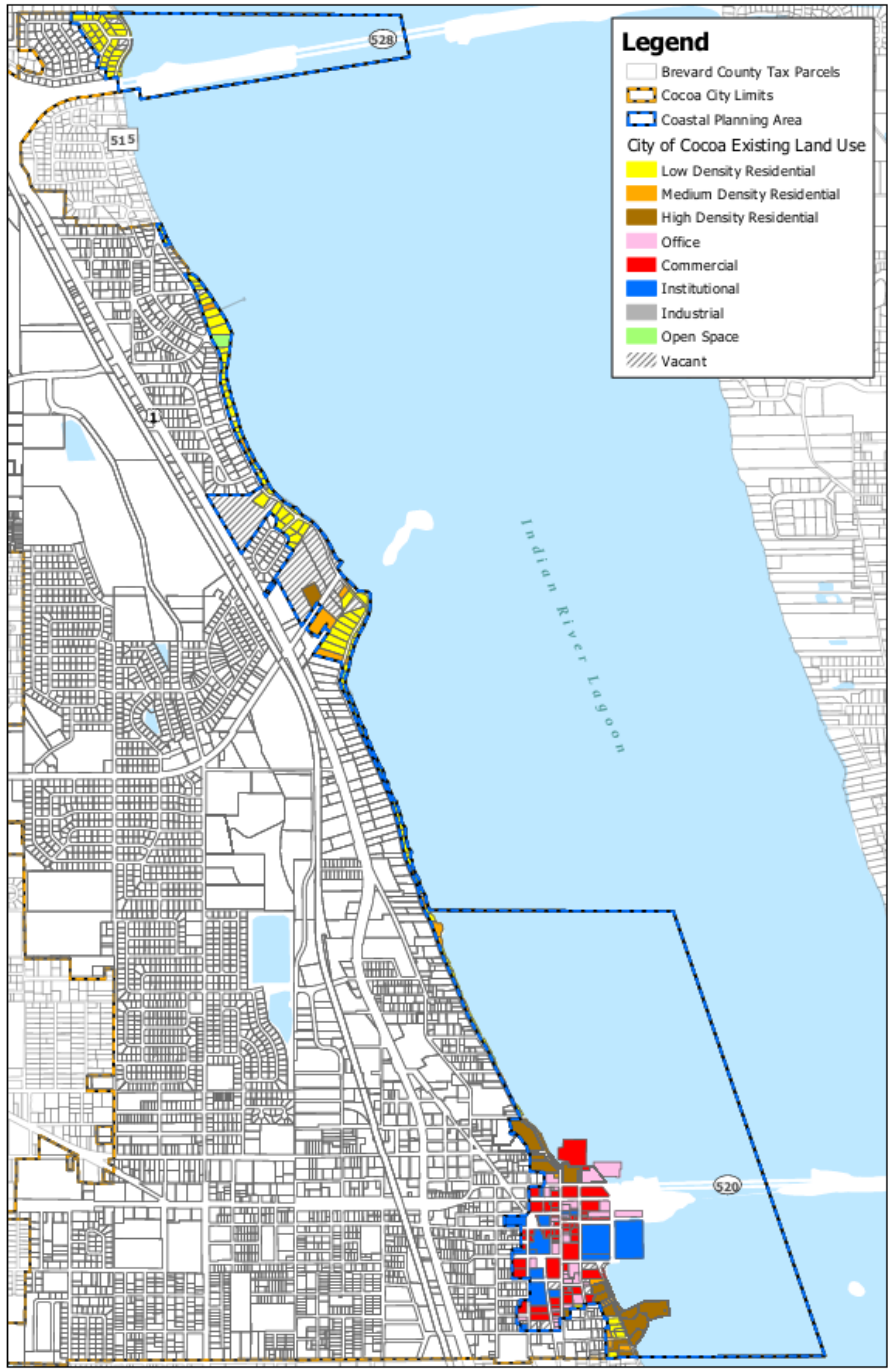
Map M-XII-1

Sea Level Rise Projections

Based on National Oceanographic and Atmospheric Administration (NOAA)

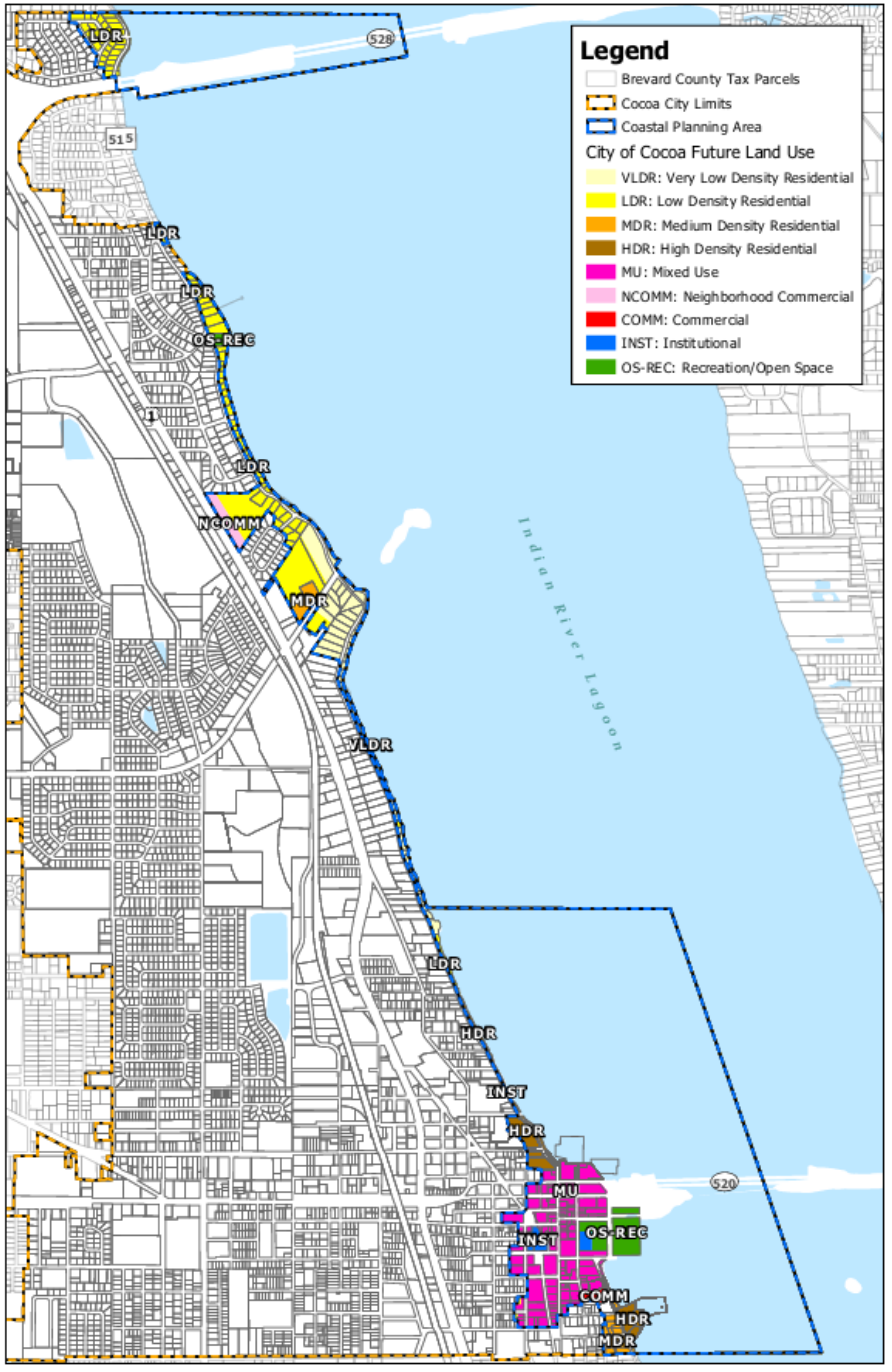


Information provided from the 2019 Resilient Cocoa plan.



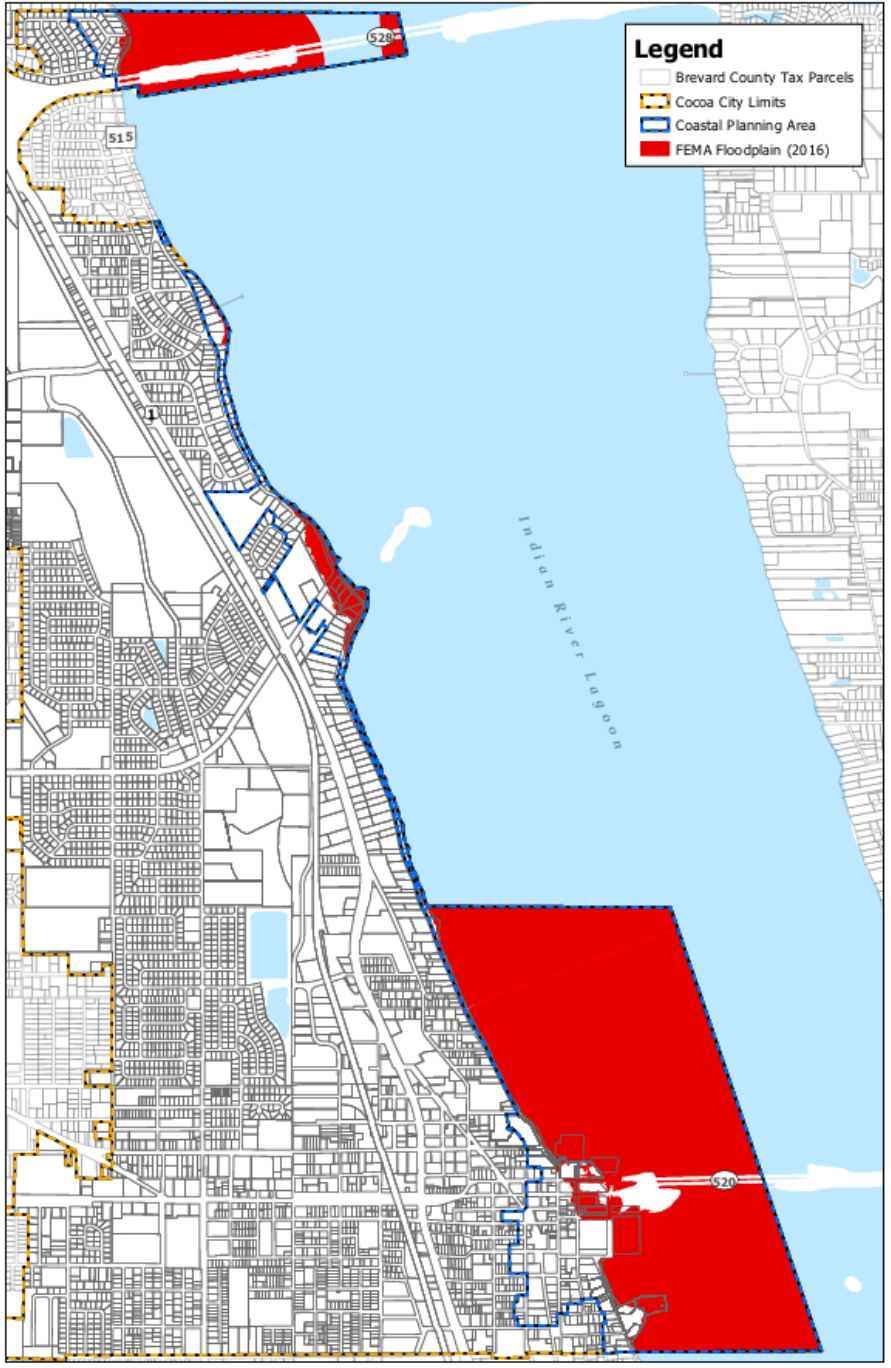
Existing Land Use

Within the Coastal Planning Area



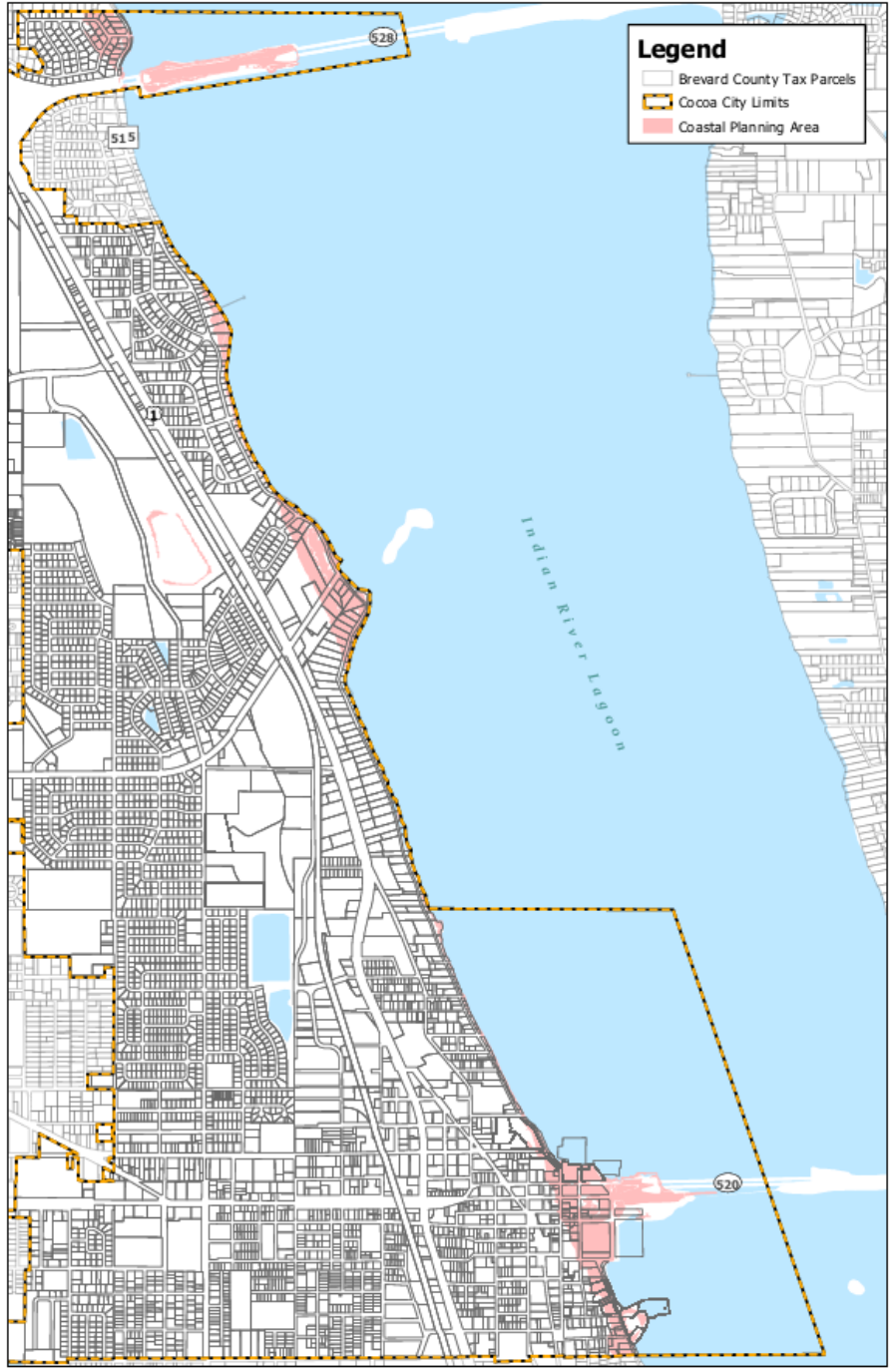
Future Land Use

Within the Coastal Planning Area

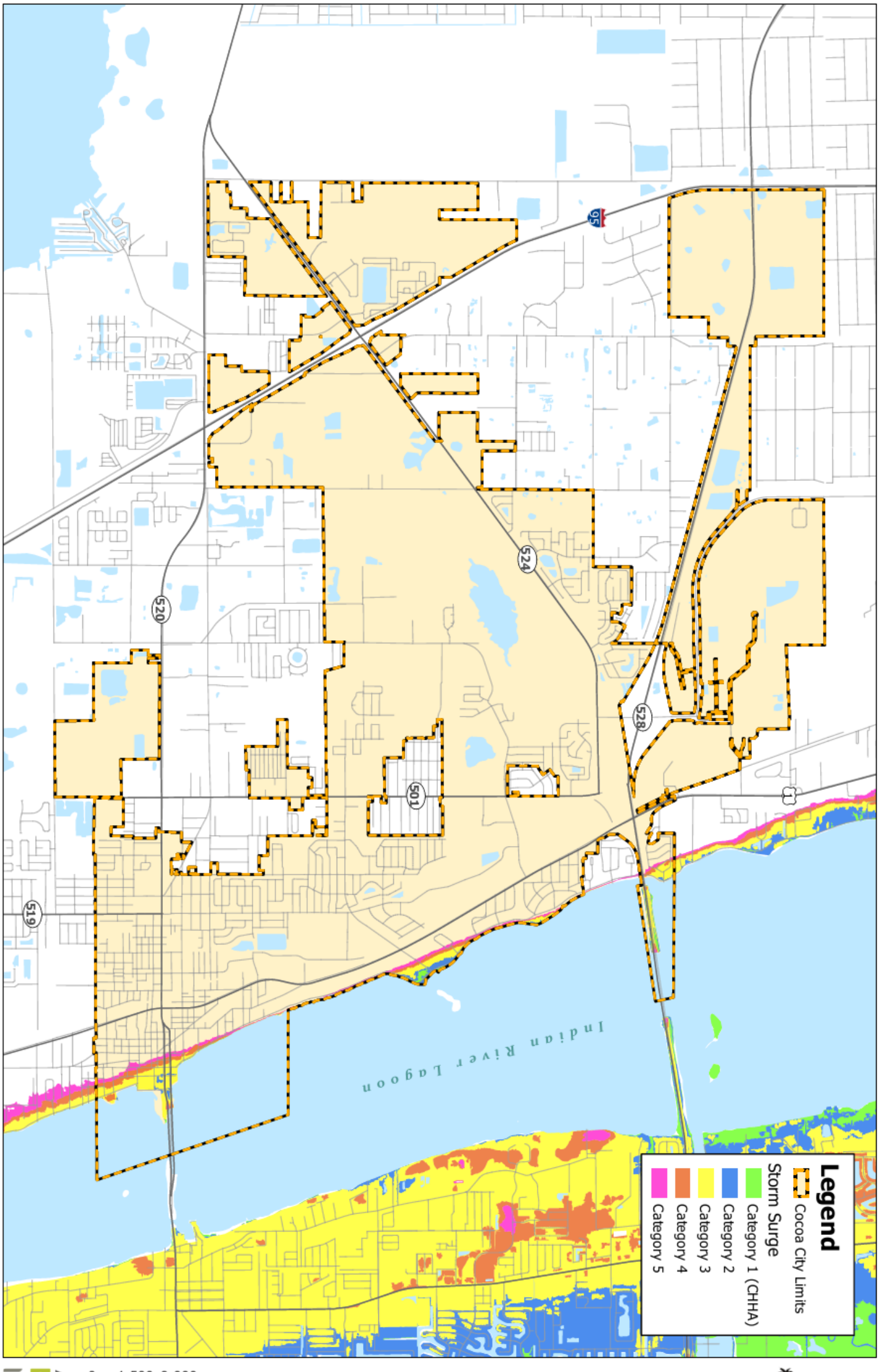


FEMA Floodplain

Within the Coastal Planning Area



CM-1: Coastal Planning Area Map



0 1,500 3,000 Ft.

S&ME, Inc. | 1615 Edgewater Drive, Suite 200 | Orlando, FL 32804 | p 407.975.1273 | www.smeinc.com

Surge Hazard Map

Within Cocoa City Limits

COCOA FLORIDA

FY2020 Budget Presentation

Final Public Hearing

September 25, 2019

EXHIBIT B: FY 2020 BUDGET PRESENTATION-2ND PUBLIC HEARING

Objectives of this Public Hearing

TRIM (Truth in Millage) Process

- Adopt a Final Millage Rate for FY2020
- Adopt a Final Budget for FY2020
  - The City must have a balanced budget by October 1, 2019 in order to continue operations.
  - The millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 24, 2019.

Historical Review
Ad Valorem Tax Base

Fiscal Year		Valuation		% of Change
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		$890,566,389		3.5%
FY2019		$971,766,039		8.8%
FY2020		$1,094,366,709		12.6%

FY2009-FY2019 is based on the Final Taxable Value.

Historical Review of Millage and Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue at 95%	Revenue Variance from Previous Year	% of Change
FY2010	$1,025,224,075	4.4891	$4,066,536	($475,588)	(10.5%)
FY2011	$906,460,404	4.9660	$4,040,240	($26,296)	(0.6%)
FY2012	$797,859,898	5.5813	$4,022,601	($17,639)	(0.4%)
FY2013	$771,155,034	5.9811	$4,173,108	$150,507	3.7%
FY2014	$773,867,625	5.9811	$4,235,127	$62,019	1.5%
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	$4,454,795	$179,741	4.2%
FY2017	$858,558,414	5.9790	$4,768,944	$314,149	7.1%
FY2018	$890,566,389	5.9790	$4,947,188	$178,244	3.7%
FY2019	$971,766,039	5.9790	*$5,496,736	*$549,548	11.1%
FY2020	$1,094,366,709	5.9790	*$6,216,057	*$719,321	13.1%

*FY 2019 and FY2020 are preliminary budget numbers, not actuals.

FY2020 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2019 – FY2020 Revenue Variance
FY2019 *Adopted Rate	$967,726,786	5.9790	$5,786,038	$5,496,736	
FY 2020 Millage Options					
Current Rate-Proposed	$1,094,366,709	5.9790	$6,543,218	$6,216,057	$719,321
Rolled-back Rate	$1,094,366,709	5.7844	$6,330,254	$6,013,742	$517,006
Majority Rate	$1,094,366,709	12.0927	$13,233,848	$12,572,155	$7,075,419

Proposed Rate

City Council may adopt any rate up to 10 mills with a two-thirds vote.
*The adopted rate using the valuation available at the time of adoption.

What Does This Mean To The Single Family Property Owner?

	Valuation	FY 2019 5.9790	*Valuation With 1.9% Increase	FY 2020 5.9790	Increase	FY 2020 Max. 10.0000
Single Family Residence	$100,000		$101,900			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$50,000	$299	$51,900	$310	$11	$519
Single Family Residence	$150,000		$152,850			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$100,000	$598	$102,850	$615	$17	$1,028
Single Family Residence	$200,000		$203,800			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$150,000	$897	$153,800	$920	$23	$1,538
Single Family Residence	$300,000		$305,700			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$250,000	$1,495	$255,700	$1,529	$34	$2,557

* The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. For 2019 the CPI cap is 1.9%, even though the City overall has a 12.6% increase in value.

FY2020 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.8212	8.3428	8.7000
2	Palm Bay	8.4500	7.8995	8.4500
3	Titusville	7.9517	7.4951	7.7210
4	Melbourne	7.1878	6.8023	7.1878
5	Rockledge	6.2000	5.9223	6.1000
6	**Cocoa**	**5.9790**	**5.7844**	**5.9790**
7	Indialantic	6.2853	5.7743	5.9484
8	Cocoa Beach	5.7298	5.4480	5.8294
9	Cape Canaveral	3.8288	3.7495	3.7359
10	West Melbourne	2.6017	2.4936	2.6017

Note: Ranking is established using the Proposed Rate. (As of 7/24/19)

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.7844
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 3.36% as a percent change of the rolled- back rate

City Council Questions/Comments

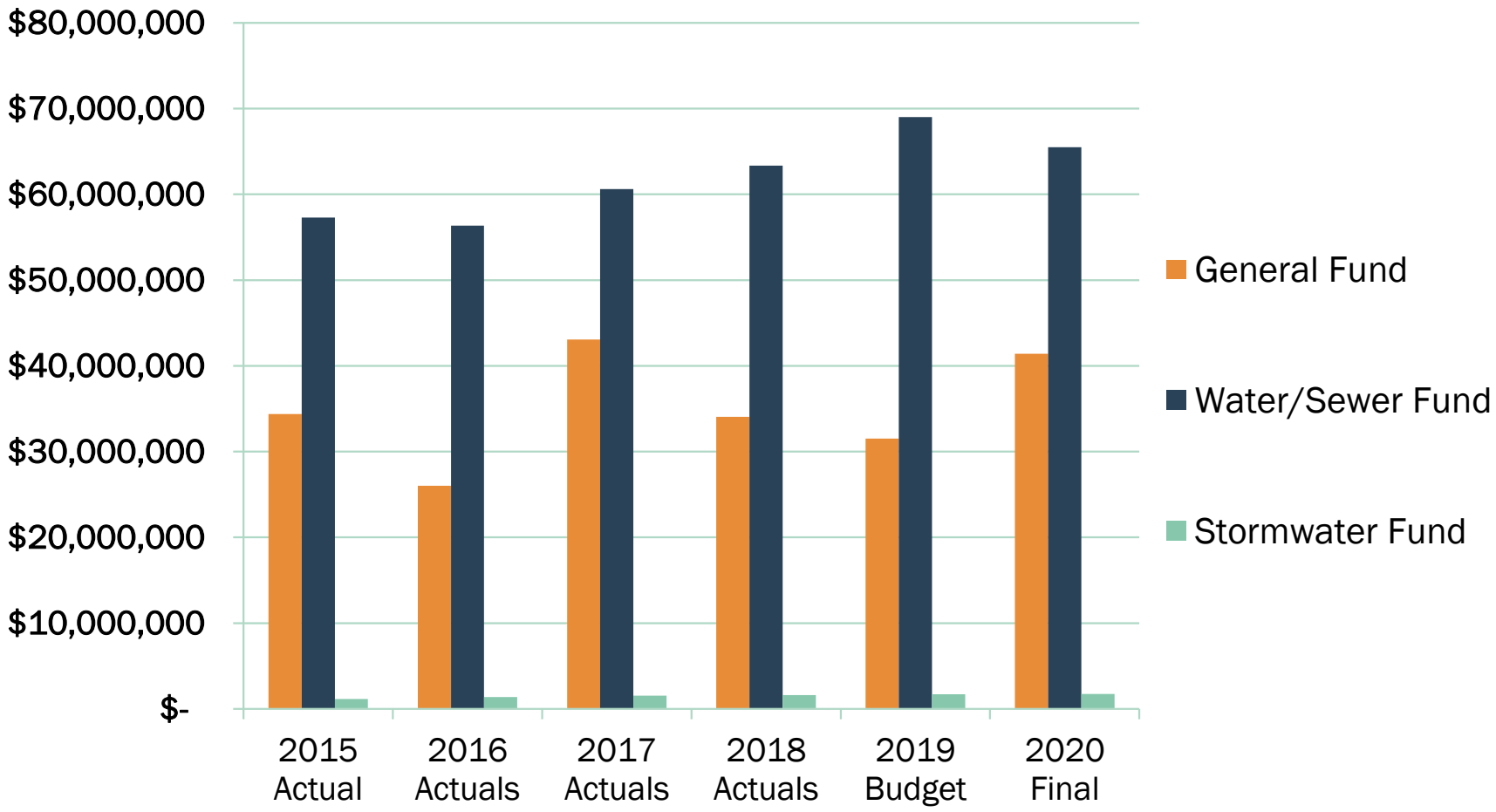
Public Hearing

- Public Comment on Adopting Final Millage Rate
  - **Requested Action:** Approve Resolution No. 2019-084 adopting a final millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2019 and ending on September 30, 2020.

FY 2020 Final Budget & CIP

FY2020 Revenues

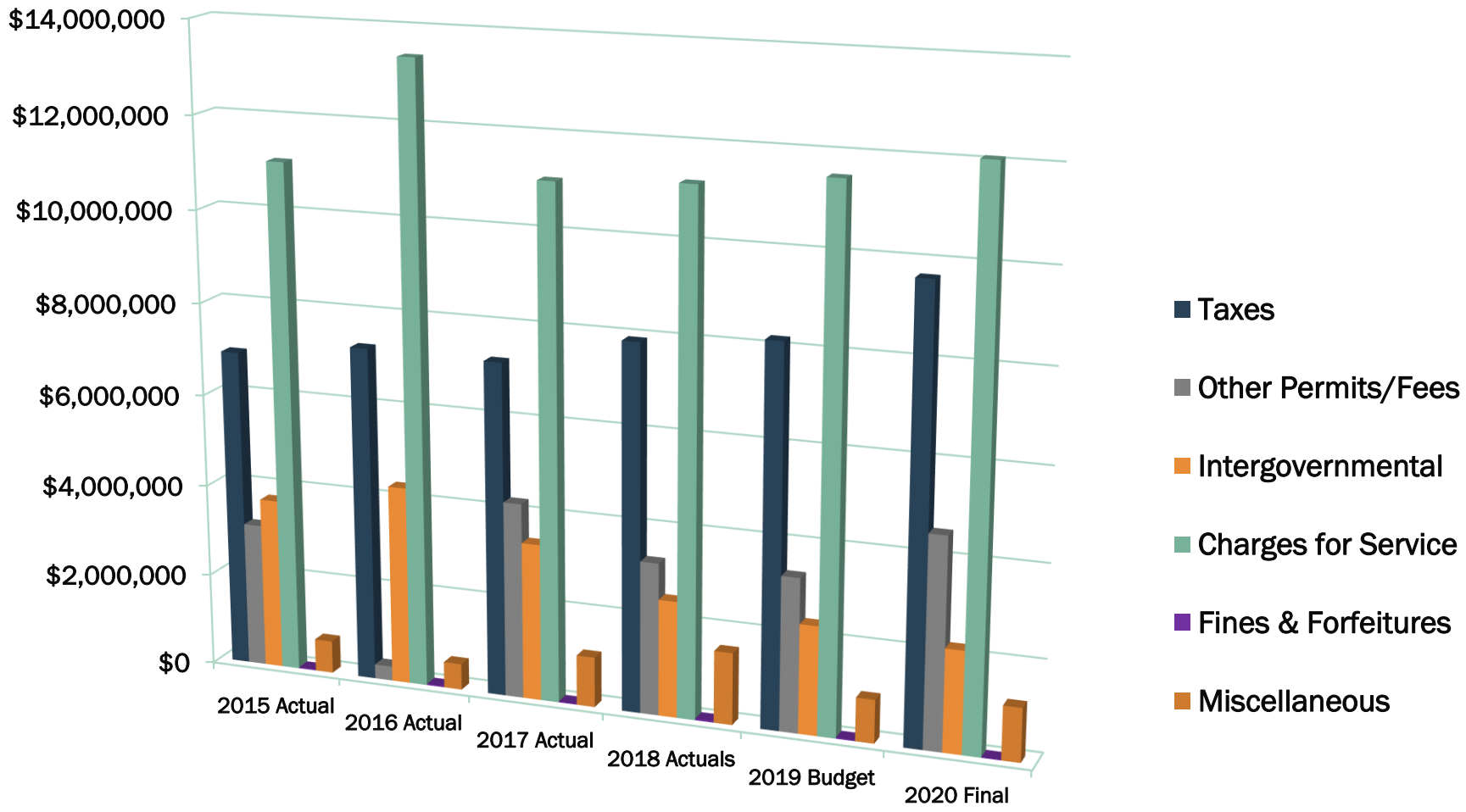
Revenue Trends:
General, Water/Sewer, and Stormwater Funds



FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Fund

Fund	FY 2020 Proposed	FY 2019 Amended	$ Variance	% Variance	% of Budget
Capital Project Funds	$91,626	$7,763,147	($7,671,521)	(98.8%)	-
General Fund	$40,031,626	$47,341,321	($7,309,695)	(15.4%)	26.1 %
G.F. Debt Service Fund	$1,783,246	$1,746,156	$37,090	2.1%	1.3%
Special Revenue Funds	$9,269,783	$5,388,795	$3,880,988	72.0%	6.0%
Self Insurance Funds	$7,964,806	$8,275,000	($310,194)	(3.7%)	5.3%
Stormwater	$1,747,692	$1,594,486	$153,206	9.6%	1.1%
Water/Sewer Fund	$64,049,125	$69,308,285	($5,259,160)	(7.6%)	41.7%
WS Capital Project 2018 Bond Fund	$18,567,036	$26,717,181	($8,150,145)	(30.5%)	12.1%
WS Debt Service Fund	$9,761,950	$11,194,729	($1,432,779)	(12.8%)	6.4%
TOTALS	**$153,266,890**	**$179,329,100**	**($26,062,210)**	**(14.5%)**	**100%**

General Fund Revenue Trends



FY 2020 General Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Taxes (Ad Valorem, UST, CST)	$9,684,925	24.2%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment Planning & Zoning Fees)	$4,566,282	11.4%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,220,251	5.5%
Charges for Service (Water Billing Services, Garbage Collection Services, and Culture/Recreation Fees)	$12,080,557	30.2%
Fines & Forfeitures	$20,930	0.1%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$1,169,588	2.9%
Other Sources (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$10,289,093	25.7%
TOTALS	**$40,031,626**	**100%**

FY 2020 Water/Sewer Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Other Permits & Fees (Water and Sewer Fees)	$2,264,715	3.5%
Charges for Service (Water, Sewer and Reuse Services)	$63,076,683	98.5%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$146,300	0.2%
Other Non-Revenue (Contributions, Bond proceeds and use of Reserves)	($1,438,573)*	(2.2%)
TOTALS	**$64,049,125**	**100%**

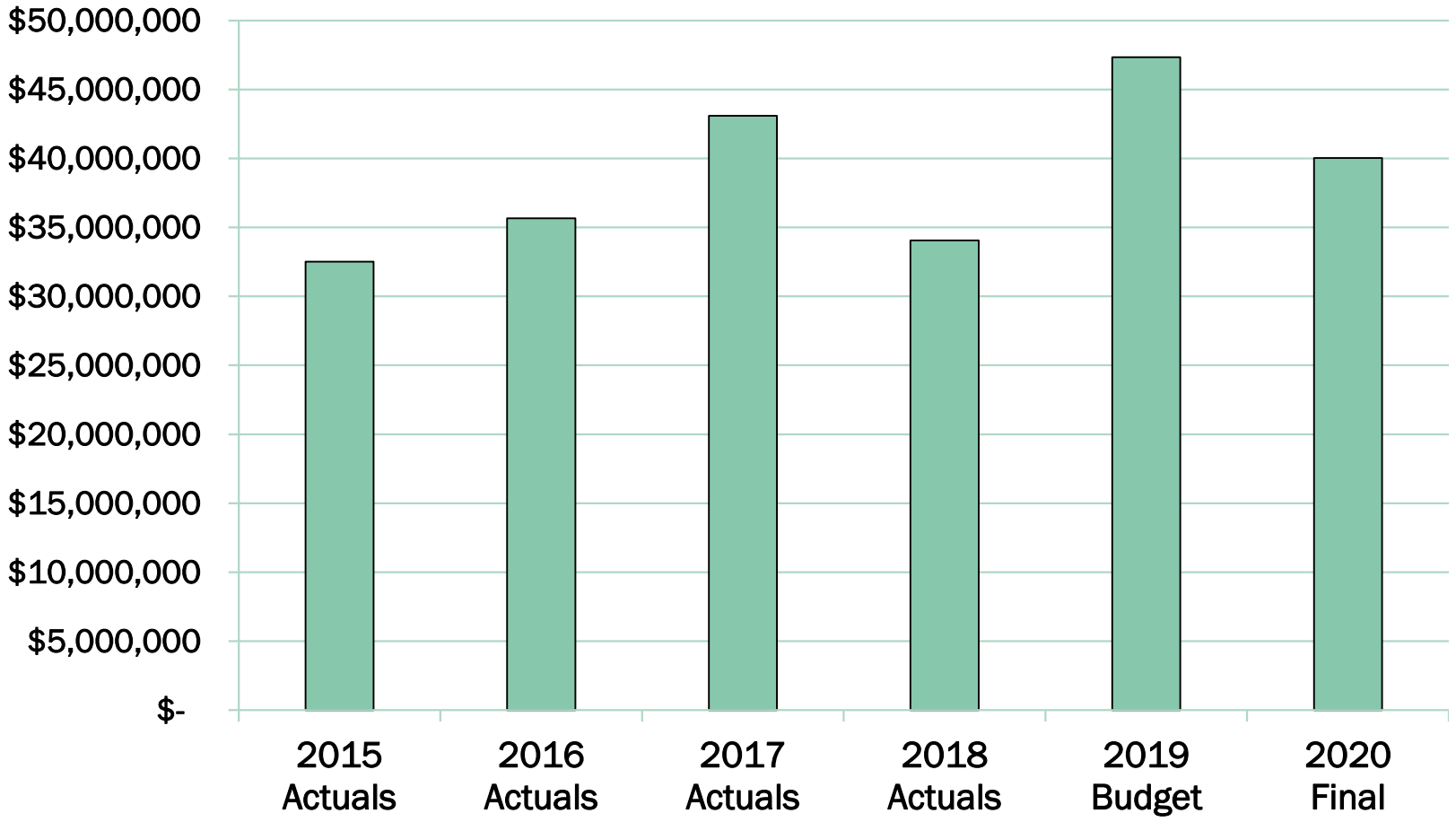
* The City will not be re-budgeting multi-year projects at this time. Any excess Revenue will be moved to Fund Balance Reserves and the budget will be amended in the future to include continuing projects.

FY 2020 Stormwater Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Charges for Service (Stormwater services)	$1,747,692	100%
TOTALS	$1,747,692	100%

FY2020 Expenses

General Fund Expenditure Trends



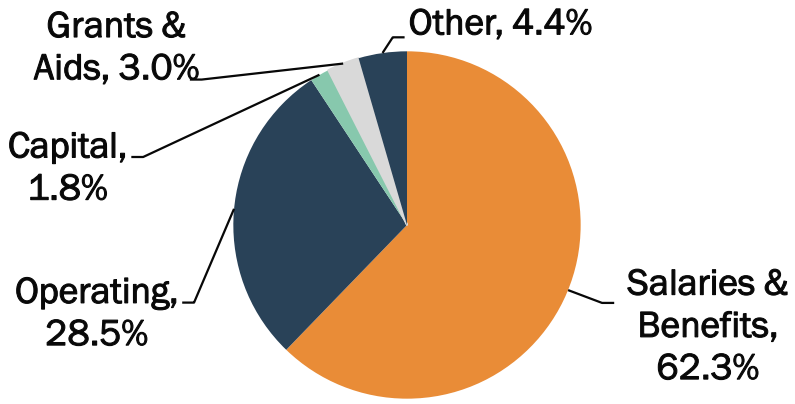
FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Department

General Fund Departments	FY 2020 Proposed	FY 2019 Amended	$ Variance	% Variance	% Budget
City Council	$185,941	$150,635	$35,306	23.4%	0.5%
City Manager Office	$3,467,925	$3,138,848	$329,077	10.5%	8.7%
Finance	$3,568,477	$3,134,597	$433,880	13.8%	8.9%
General Operations	$6,012,391	$12,244,516	($6,232,125)	(50.9%)	15.0%
Administrative Services	$925,254	$799,693	$125,561	15.7%	2.3%
Police	$10,285,905	$10,150,866	$135,039	1.3%	25.7%
Fire	$6,437,298	$6,479,397	($42,099)	(0.6%)	16.1%
Community Services	$1,324,863	$3,483,791	($2,158,928)	(62.0%)	3.3%
Public Works	$7,823,572	$7,758,978	$64,594	0.8%	19.5%
TOTALS	**$40,031,626**	**$47,341,321**	**($7,309,695)**	**(15.4%)**	**100%**

* FY 2019 Amended Budget as of 9/20/2019

FY 2020 Proposed Budget vs. FY 2019 Amended Budget by General Fund Category

Category	FY 2020 Proposed	FY 2019 Amended	$ Variance	% Variance
Salaries & Benefits	$24,958,697	$23,418,487	$1,540,210	6.6%
Operating	$11,411,000	$10,967,604	$443,396	4.0%
Capital	$697,889	$1,714,015	($1,016,126)	(59.3%)
Grants and Aids	$1,180,794	$3,152,659	($1,971,865)	(62.5%)
Other	$1,783,246	$8,088,556	($6,305,310)	(78.0%)
TOTALS	**$40,031,626**	**$47,341,321**	**($7,309,695)**	**(15.4%)**

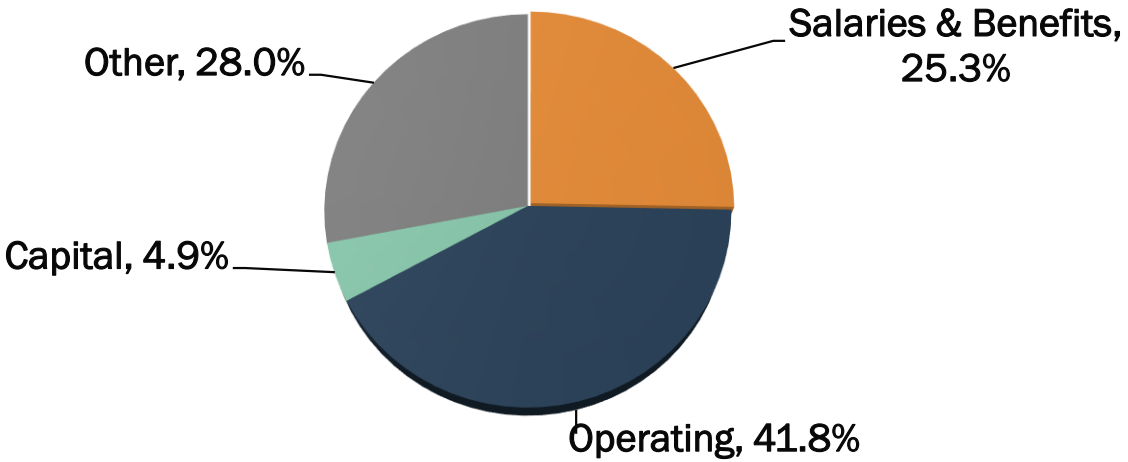


FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Division

Water/Sewer Fund Division	FY 2020 Proposed	FY 2019 Amended	$ Variance	% Variance	% of Budget
Utility Support Services	$1,575,874	$1,672,011	($96,137)	(5.7%)	2.5%
Water Admin. (Lab)	$29,368,221	$29,450,627	($82,406)	(0.3%)	45.9%
Dyal Plant Operations	$14,434,162	$15,287,521	($853,359)	(5.6%)	22.5%
WFO/Water Collections	$9,052,364	$9,665,177	($612,813)	(6.3%)	14.1%
Engineering	$3,102,660	$6,665,037	($3,562,377)	(53.4%)	4.8%
Sellers Plant Operations	$3,264,295	$3,615,409	($351,114)	(9.7%)	5.1%
WFO/Waste Water Collections	$3,251,549	$2,952,503	$299,046	10.1%	5.1%
TOTALS	**$64,049,125**	**$69,308,285**	**($5,259,160)**	**(7.6%)**	**100%**

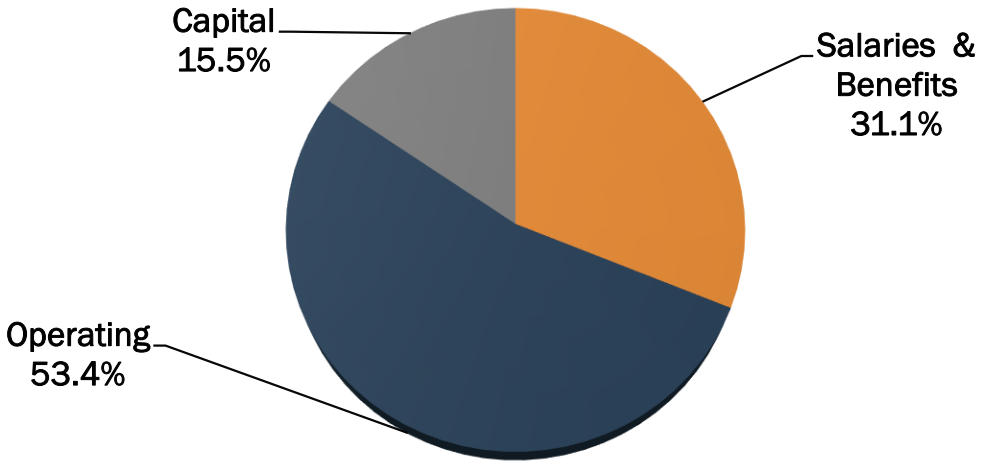
FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Water/Sewer Fund Category

Category	FY 2020 Proposed	FY 2019 Amended	$ Variance	%Variance
Salaries & Benefits	$16,205,101	$15,195,948	$1,009,153	6.6%
Operating	$26,748,307	$25,201,190	$1,547,117	6.1%
Capital	$3,123,594	$9,348,133	($6,224,539)	(66.6%)
Other	$17,972,123	$19,563,014	($1,590,891)	(8.1%)
TOTALS	$64,049,125	$69,308,285	($5,259,160)	(7.6%)



FY 2020 Proposed Budget vs. FY 2019 Amended Budget by Stormwater Fund Category

Category	FY 2020 Proposed	FY 2019 Amended	Variance	% Variance
Salaries & Benefits	$544,229	$709,711	($165,482)	(23.3%)
Operating	$933,431	$600,678	$332,753	55.4%
Capital	$270,032	$284,097	($13,776)	(4.8%)
Totals	**$1,747,692**	**$1,594,486**	**$153,206**	**9.6%**



FY 2020 Proposed
General Fund Capital Budget

Departments	Infrastructure	Machinery & Equipment	IT Hardware	Totals
City Manager	$60,000	$0	$60,000	$120,000
Finance	$0	$0	$41,127	$41,127
Police	$0	$364,657	$5,000	$369,657
Fire	$0	$32,105	$0	$32,105
Community Services	$0	$26,800	$0	$26,800
Public Works	$0	$108,200	$0	$108,200
TOTALS	**$60,000**	**$531,762**	**$106,127**	**$697,889**

FY 2020 Proposed Water/Sewer Capital Budget

Division	Infrastructure	Machinery & Equipment	IT Hardware	Totals
Dyal Plant	$250,000	$594,700	$0	$844,700
WFO/Water Collections	$0	$415,584	$0	$415,584
Engineering	$1,559,490	$0	$0	$1,559,490
Sellers Plant	$0	$40,020	$28,000	$68,020
WFO/Waste Water Collections	$0	$235,800	$0	$235,800
TOTALS	**$1,809,490**	**$1,286,104**	**$28,000**	**$3,123,594**

FY 2020 Proposed Capital Budget Other Funds

Funds	Building	Infrastructure	Machinery & Equipment	Totals
Cocoa Community Redevelopment Agency Fund	$6,487,300	$410,000	$0	$6,897,300
Diamond Square Community Redevelopment Agency Fund	$0	$135,000	$0	$135,000
Stormwater	$0	$0	$270,032	$270,032
Water/Sewer Capital Projects 2018 Bond Fund	$0	$18,567,036	$0	$18,567,036
TOTALS	**$6,487,300**	**$19,112,036**	**$270,032**	**$25,869,368**

City Council Questions/Comments

Public Hearing

Public Comment on Final Public Hearing for FY2020 Final Budget and CIP

Requested Action:

- Approve Resolution No. 2019-085 adopting a Final Budget and CIP for the City of Cocoa for the Fiscal Year 2020 commencing on October 1, 2019 and ending on September 30, 2020.

Legislation Details (With Text)

File #:	19-526	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/23/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of October 9, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-09-2019 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2019
Agenda Date: November 13, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of October 9, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes for all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of October 9, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 9, 2019

A Regular City Council Meeting was held on Wednesday, October 9, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

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

Chief Lamm provided the invocation and Councilmember Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; Jason McCuen, Helpdesk Support Technician; Samantha Senger, Assistant to the City Manager/ Public Relations Specialist; Dodie Selig, Planning Manager; Gail Bantugan, Leisure Services Manager; and Bryant Smith, Public Works Director.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 9, 2019 (19-460)
2. Minutes: (a) Budget/CIP Workshop of August 7, 2019 (19-462)
(b) District 3 Town Hall Meeting of August 20, 2019 (19-463)
(c)Regular Meeting of August 28, 2019 (19-461)

Mayor Williams requested the following amendments to the agenda.

- Consent Item VI.5 will be removed from the agenda
- City Business Item IX.1 (19-483) will be moved to City Business Item IX.2
- Add City Business Item IX.1 (19-486)
- Consent Item VI.2 should be moved to City Business IX.3.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the Agenda as amended for the Regular meeting of October 9, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Goins; Seconded by Councilmember Boisvert, to approve the Minutes as written for the following meetings: Budget/CIP Workshop of August 7, 2019; District 3 Town Hall Meeting of August 20, 2019; and Regular Meeting of August 28, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: "National Long-Term Care Residents Month". (19-469). (Mayor Williams)

Councilmember Koss read the proclamation into the record proclaiming October as “National Long-Term Care Residents Month”.

2. Volunteer of the Year for 2019 Presentation. (19-470). (Mayor Williams)

Mayor Williams provided a background on the Volunteer of the Year. He advised that this individual was very deserving and this was a hard decision because

there are so many great volunteers. He added the impact that this individual has on the young people in the community, including the Mayor himself, as a young person.

Mayor Williams announced that the 2019 Volunteer of the Year was Mr. Ed Jones, who has served on the Diamond Square CRA since March, 1998.

Councilmember Goins spoke in appreciation of Mr. Jones for being a family man, a business man, and for allowing Council and others in the community to see him in a different way. It gives young people encouragement. He notices him walking and picking up trash every week.

Councilmember Koss advised that this was still competition and he had a lot of fans. He inspires a lot of people.

Deputy Mayor Warner thanked Mr. Jones for all of the years he has given to the Diamond Square CRA. The work he did as an original member has been vital to what the CRA is today. There were a lot of dreams and plans with no clear way to accomplish them. Members like him who have stuck with this board and have made it what it is today is very much appreciated. He is one of those people who will do things without being asked and he is very deserving of this honor.

Councilmember Boisvert thanked him as well.

City Manager Titkanich advised that Mr. Jones' passion and dedication to the Diamond Square community has never wavered and it has been an honor and pleasure to work with him.

IV. DELEGATIONS:

Aleck Greenwood, 640 Brevard Avenue, Cocoa, shared that at the most recent Planning & Zoning Board meeting the issue of gravel driveways came up. It was a unanimous vote by the Chairman to send a message to the City Manager that this issue should not be dealt with until a solution is made. Residents are being charged $250 per day for gravel and people cannot sell their houses with these liens. He stated that this was more commercial than residential and felt that this should be addressed as soon as possible.

Mayor Williams advised it was something they were going to look into.

City Manager Titkanich advised there was only one person with an order being issued against them. He has spoken with the Chief of Police and the City Attorney and this is an issue of priorities. At this point in time, they will work with administrative discretion. There are currently things more pressing and other issues articulated that are more important.

The Planning & Zoning Board has spent the better half of the year on the tree ordinance and he has been approached by several people that trees are dominating the conversation. At this point in time, they will exercise administrative discretion in terms of not enforcing and suspending the code liens; however, there was only one person subject to fines.

Mr. Greenwood brought up the person trying to sell their house and cannot because of the lien. He further clarified that this will not be enforced any further until it can be looked into.

City Manager Titkanich asked if there was a consensus from Council to review the tree ordinance as one of their priorities.

Councilmember Koss mentioned the credit manual for stormwater and noted that there were some smaller cities that encourage stones. She believes it was the type of gravel that is the issue.

Rita Lynar, 1200 Clearlake Road, Cocoa, mentioned that at the last Council meeting she asked Council to look into policies and procedures for the Cocoa Police Department and in regards to how calls were handled. She stated that the City Manager told them it was a landlord-tenant issue, but it was about the policies and procedures. The City Manager keeps redirecting them and citizens are being charged for things they should not be charged for. She further addressed the fact that Chief Cantaloupe is not letting Code Enforcement do their job. She asked again that Council listen her.

V. REPORTS:

Mr. Wegerif reported that the striping in the downtown was ongoing. He further noted that there were about 4,000 plants in place so the planting project was making progress.

Mayor Williams asked what was done with the leftover trees and plants from the trash bash. Mr. Wegerif advised that they try to give them all away but would check to see if there were any left.

Ms. Bowman noted that Council recently asked staff to bring back a clause to the Local Preference Policy. That will be brought to them at the next City Council meeting.

Chief Cantaloupe reminded everyone that the 2nd Annual K9 Competition would be held this Saturday at 1 p.m. at Cocoa High School. He invited all to come.

Chief Lamm thanked Council, Directors, staff, and the community for attending the Changing of Command Ceremony to see Chief Prince off.

A Deputy Chief will be coming next week by the name of Samuel Byrd. They are excited to have him join the department.

Assistant City Manager Fuhrer announced that staff met with FPL today regarding the LED streetlight conversion. They were looking forward to bringing that contract to Council.

City Manager Titkanich advised that at the first of the month there was a meeting with EFSC to discuss the future of the campus. He spoke about the schools' vision, various programs were discussed along with challenges they were facing, as well as the future of the YMCA. He spoke about what all the school does for the YMCA and they spoke about a potential partnership with the City. It was a good meeting, and he was assured that the Cocoa campus was a primary hub for the critical functions of the college and there was no intent to relocate.

City Manager Titkanich believes that they needed to work collaboratively with them in the future.

He stated that they also asked for a plan from YMCA. They will bring this information back to Council once all of the information is received.

City Manager Titkanich spoke about the Community Partnership School Planning Grant and Endeavor Elementary. He provided a brief history of this and advised that they have attained certification as a Community Partnership School. He pointed out that there were a lot of accolades to go around and thanked everyone involved throughout the last five years. They have encouraged Dr.

Wilson to apply for Cocoa High School, so that this could continue on as students leave elementary and enter junior/senior high.

Lastly, City Manager Titkanich announced that he would be attending the ICMA Annual Conference in Nashville, Tennessee, October 21-24, 2019.

Deputy Mayor Warner added that if anyone would like to volunteer for the K9 competition on Saturday, that there would be a meeting on Friday for assignments. This requires a lot of help and they can contact her with any questions. Mr. Dyal may need help as well setting up obstacles on Friday.

She spoke about a video that she took on her way in of flooding on Dixon Blvd. and Indian Circle. Mr. Wegerif assured her that they would look into it.

Mayor Williams reminded everyone that this Saturday morning the Cocoa High School Chorus would be leaving at 5 a.m. for Carnegie Hall. He invited all to come out to the high school to see them off. It is a once in a lifetime opportunity for these kids.

He mentioned that he had a meeting at the Cocoa Beach Country Club where he spoke about homelessness and some of the issues we faced in the City. He also spoke about affordable housing.

Mayor Williams believes that the police presence and visibility in the parks was working and he asked Chief Cantaloupe if that could be continued.

He spoke of his attendance at the Pink Gala that was for the Ladies of Zion. It was a great event and was very enlightening.

Lastly, he thanked Mr. Dyal and Mr. Souderman for their help as V-Cops at the Jesus Parade.

Councilmember Koss spoke about her attendance at an IRL fundraiser and was glad to see a table from the Cocoa Police Department and that they were supports of the lagoon.

She spoke with Dr. De Freese at the event and stated that he would be happy to entertain some of the projects that the City has lined up. Grant dates have been pushed to January so there was some time.

Lastly, she invited all to attend the District 4 Town Hall meeting at Florida Solar Energy Center on Tuesday, October 15th at 6 pm. The Cocoa High School Junior Chorus would be there to sign the National Anthem. They would be discussion stormwater and there will be brownies from Wanderlust Café.

Councilmember Goins mentioned that on September 26, 2019 there was a community watch meeting at Fern and Prospect Park. He thanked Officer Hattaway for passing out the flyers. There was a lot of good information. Many of the residents were comfortable speaking with the Chief which was also good. There were families who live near the park who have used the park for the first time. He agreed that the police presence was making a difference.

Councilmember Goins asked Mr. Wegerif about the process for trimming the tree canopies. He stated that at Fern and Prospect it was dark and there were things happening under the trees because there was no lighting. He asked if there was a way to prioritize the cutting of trees. In response, Mr. Wegerif advised that priority was the clearance of vehicles. They could also look at the light to see if that was the best place for it or if it could be relocated. FPL made it clear today that they do not trim trees for light.

Councilmember Goins thought that it would really help to get a light at the corner of Fern and Prospect. Mr. Wegerif agreed that this is a good time to look into possibly moving lights around because of the LED conversion project.

Councilmember Goins further requested speedbumps in the same area.

In closing, he announced the Dr. Joe Lee Smith Cornerstone Ceremony on Friday, October 11, 2019 at 4 p.m. Dr. Joe Lee Smith himself would be there. It will be at the corner of Washington and Stone Streets.

Mayor Williams added that the police have been out with their radar guns as well.

VI. CONSENT AGENDA:

1. Approve Emergency Generator Repair from Ring Power Corporation, Palm Bay, Florida for the Dyal Water Treatment Plant (WTP). (19-431). (Utilities Director)

2. Approval of Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2020 Budgeted Amount of

$680,000 and Request Approval for City Manager to Execute Related Purchase Order. (19-439). (Utilities Director)

3. Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, effective April 4, 2018 through April 3, 2021 for Repairs and Maintenance of High Service Station Skid #3 including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP). (19-447). (Utilities Director)

4. Approve a Piggyback of Brevard County RFP #P-6-16-02 with Trane Building Services of Maitland, Florida for HVAC Maintenance and Repair Services at the Dyal Water Treatment Plant (WTP). (19-454). (Utilities Director)

~~5. Approve a Budget Resolution Amending the Fiscal Year 2019 budget using General Fund Balance Reserves, to cover pending fourth quarter invoice for general and auto insurance liability deductible charges. (19-464). (Administrative Services Director)~~

This item was removed from the Agenda.

6. Council approve the donation of miscellaneous Gym equipment from Cocoa Community First Inc. to the City of Cocoa for use at the Cocoa Police Department. (19-465). (Chief of Police)

7. Approve an Agreement with the University of Central Florida Research Foundation Inc. for police department strategic planning services and approve a budget amendment through the use of fund balance reserves in the amount of $50,000. (19-467). (Assistant City Manager)

8. Approve an Annexation Report for property generally located on the northwest quadrant of State Road 524 and State Road 520. (19-478). (Community Services Director)

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. PUBLIC HEARINGS:

1. Approval of a Large-Scale Site Plan entitled “Cocoa Gateway Entry Sign” consistent with Appendix A, Zoning, Article IV, Section 2, to develop a parcel of land as a gateway entry feature. (19-479). (Community Service Director)

Ms. Selig advised that the Cocoa CRA was the applicant and they were requesting to develop the property as a gateway feature in the City. She provided a legal description of where the property is located, pointing out that it was on the southeast corner of King Street and Forrest Avenue.

The City purchased the property in July, 2016 for the purpose of creating this gateway feature. It is a very small, triangular piece of property. She noted that the sign would be set in pavers with trees and streetlights around it, which would match the others on Florida Avenue.

She assured Council that staff reviewed the site and it meets all of the requirements of the Code.

Additionally, the Cocoa CRA has already approved the plans and have selected the contractor. Modifications at this point could be cost and time prohibited. Staff is recommending approval of the site plan as it is.

Councilmember Goins asked what the height of the steamboat was. In response, it was noted it was around 6 feet.

Councilmember Koss asked if you could walk through the feature. In response, Ms. Selig advised it was more of a visual feature.

Deputy Mayor Warner pointed out that there was room on each side but it was not a park and was not designed that way.

Mayor Williams opened the hearing to the public.

Mr. Aleck Greenwood, 640 Brevard Avenue, spoke in regards to the Planning & Zoning Board meeting and stated that it was requested that the steamboat be larger. He pointed out that some of the people who supported the original idea and noted that because of the maintenance it would be better signage. He was under the impression that there were still some areas that could be tweaked. This will be there for many years and should not be rushed.

Council reiterated the dimensions of the sign.

Ms. Bunt added that there were FDOT requirements that they had to follow and that was why it was designed that way and this project has been going on for 3 ½ years.

Mayor Williams closed the hearing to the public.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve the Large-Scale Site Plan entitled "Cocoa Gateway Entry Sign" consistent with Appendix A, Zoning, Article IV, Section 2, to develop a parcel of land as a gateway entry feature.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. COUNCIL BUSINESS:

1. Request approval for changes to three previously approved road closures. (19-438). (Assistant to the City Manager/Public Relations Specialist)

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Code Enforcement Lien Reduction request in the amount of $2,100.00, as recommended by the Code Enforcement Board, for the property located at 811 Eden Street. (19-459). (Chief of Police)

Chief Cantaloupe provided a background of this item and advised that the Code Enforcement Board recommended that the lien be reduced to $2,100.

Mayor Williams asked about the reduction of $8,472 in the agenda item.

In response, Chief Cantaloupe stated that staff originally asked for that reduction amount, and at the last Code Board meeting the board asked what staff's costs

were for that property and the Code Board recommended that the lien be reduced to $2,100.

Chief Cantaloupe further advised that this lien ran for 1,911 days.

Mayor Williams confirmed that there were no current violations on the property. The Chief replied in the affirmative and advised that they were looking at selling the property.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. CITY BUSINESS:

1. Approve the Second Modification to the Binding Development Agreement for the Cottages. (19-486)

Ms. Selig explained in detail what this second modification entailed.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of a Final Subdivision entitled “Cottages at Cocoa” consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code subject to conditions identified in the agenda item. (19-483). (Community Services Director)

Ms. Selig spoke in reference to the item and pointed out that it was also requesting approval of a security agreement and for the City Manager to execute the agreements. This project has a long history that started back in October 2018. A timeline of the project was explained and she stated staff was asking for approval of the final subdivision.

She assured Council that staff has reviewed this in detail and the final plat meets all of the conditions. This final plat has to be approved in order for them to sell the lots. She further explained why the security agreement was provided and what the applicant was agreeing to do as well.

Ms. Selig reiterated the recommended motion with the following two conditions: 1) a school concurrency letter must be received and 2) they must provide proof that all taxes have been paid on the subject property.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Bob Dietz, one of the developers for the project, along with partners Bob Harvey and Tom Barazza, thanked staff and the City for their help in moving this project along. There have been many rumors going around and the process of doing a project like this was not easy. They are not the original developers, as months into working the original group decided that they were no longer interested in the project. He noted that the three of them stepped up and were interested in the vision that the City has for the Village.

There were things that had to be adjusted. There were rumors that they ran out of money, and other rumors, all of which were not true. This is a unique project in which the City had to adapt to and think outside of the box. Additionally, it is the norm that buildings do not go up until the final plat is approved; however, the City allowed them to start models. A lot of work has gone into this. There were contaminated soils on John Garren that had to be dealt with as well. Infrastructure was also started. He thanked everyone again as this is a good day. He felt that this project would make people proud.

Mayor Williams was glad that he made these comments because there were rumors out there.

City Manager Titkanich pointed out that when a redevelopment project is done there are a lot of complexities and with this project, there was a lot to deal with. He was looking forward to the project.

3. Approval of Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2020 Budgeted Amount of $680,000 and Request Approval for City Manager to Execute Related Purchase Order. (19-439). (Utilities Director)

Mr. Walsh explained the item in detail and explained the Cross Connection Control program.

Councilmember Koss confirmed that this was an ongoing project and this was an annual expenditure and it would be an annual fee.

Mr. Walsh provided a history of the plan and explained that they have one more year with this program and Ace Flow Control. They have been averaging around $800,000 per year.

Discussion was held on in-house staff versus bringing contractors the work. He provided further information on the reasoning as to why the City has a contractor for some areas of the project, although City staff does the work as well.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

X. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-466). (Finance Director)

XI. ADJOURNMENT.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to adjourn the Regular meeting of October 9, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:31 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-527	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/23/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Presentation and Proclamation on "Hot Cocoa Holidays". (Historic Cocoa Village Main Street)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hot Cocoa Holidays Month.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

WHEREAS, *December 13th is National Cocoa Day; and*

WHEREAS, *Hot Cocoa Holidays have been created to highlight all the great events and activities that occur in and around Cocoa Village during the holiday season; and*

WHEREAS, *Hot Cocoa Holidays is a calendar of seventeen events presented by the City of Cocoa, Historic Cocoa Village Main Street, The Historic Cocoa Village Playhouse and other community partners including the City of Rockledge and Brevard County Parks and Recreation.*

NOW, THEREFORE, *I, Mayor Jake Williams Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim November 30th through December 31st as:*

"Hot Cocoa Holidays Month"

and encourage all citizens to take part in this month-long heartwarming celebratory event.

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 13th day of November, 2019.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	19-550	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/30/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Presentation of the 2019 Distinguished Budget Presentation Award. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Distinguished Budget Presentation 2019 Award.pdf Certificate of Reconition 2019.pdf Letter 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2019
Agenda Date: November 13, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Presenting the 2019 Distinguished Budget Presentation Award.

BACKGROUND:

The City of Cocoa was awarded the Distinguished Budget Presentation Award for the 2019 Budget Document. This award represents a significant achievement by the City of Cocoa and reflects the commitment of the governing body and staff, in meeting the highest principles of governmental budgeting.

The City was previously awarded the Distinguished Budget Award in the mid 1990's, and current staff is honored to have achieved the award once again.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

–

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Presenting the 2019 Distinguished Budget Presentation Award.

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GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Cocoa

Florida

For the Fiscal Year Beginning

October 1, 2018

Christopher P. Morrill

Executive Director

The Government Finance Officers Association of the United States and Canada

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

Rebecca Bowman, Finance Director
City of Cocoa, Florida

The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director Christopher P. Morrill

Date **August 26, 2019**

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

FOR IMMEDIATE RELEASE

August 26, 2019

For more information, contact:

Technical Services Center
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Cocoa, Florida,** has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Rebecca Bowman, Finance Director.**

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Cocoa, Florida,** for its Annual Budget for the fiscal year beginning **October 1, 2018**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

Michele Mark Levine

Michele Mark Levine
Technical Services Center

Enclosure

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

August 26, 2019

Rebecca Bowman
Finance Director
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Ms. Bowman:

We are pleased to inform you, based on the examination of your budget document by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. A Distinguished Budget Program application is posted on GFOA's website. This application must be completed and accompany your next submission. (See numbers 12 and 13 on page 2 of the application for fee information and submission instructions.)

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Rebecca Bowman, Finance Director

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive an award plaque that will be mailed separately and should arrive within eight to ten weeks. Also enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

65 Stone Street
Cocoa, FL 32922

City of Cocoa

Legislation Details (With Text)

File #:	19-577	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	11/8/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Proclamation: Proclaiming December 1, 2019 as "World AIDS Day". (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	World AIDS Day.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

WHEREAS, *the global spread of HIV infection and AIDS necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV/AIDS; and*

WHEREAS, *the joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1st of each year as "World AIDS Day", a day to expand and strengthen the worldwide effort to stop the spread of HIV/AIDS; and*

WHEREAS, *UNAIDS estimates that 37.9 million people are currently living with HIV/AIDS worldwide and that an estimated 1.7 million individuals became newly infection in 2018, and in Florida there were an estimated 135,200 people living with HIV in 2017 and of that number 18,300 were unaware of their HIV status; and*

WHEREAS, *there are an estimated 1.2 million people living with HIV in the United States and just under 40,000 new HIV diagnoses each year and it is estimated that 15% of individuals living with HIV do not know their status; and*

WHEREAS, *the Florida Department of Health has identified routine HIV and STD testing, rapid access to treatment and retention in care (test and treat), access to pre-exposure prophylaxis (PrEP) and increased HIV outreach, awareness and community response as four key components to prevent HIV infection; and*

WHEREAS, *the "World AIDS Day" theme is "Communities Make the Difference" and the day provides the opportunity to renew commitment to increase awareness of HIV in the City of Cocoa, decrease new cases of HIV infection and reduced stigma in the community.*

NOW, THEREFORE, *I, Mayor Jake Williams Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim December 1, 2019 as* ***"World AIDS Day"*** *in the City of Cocoa and urge all citizens to participate in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge, to take part in HIV/AIDS prevention activities, and to join the global effort to prevent the further spread of HIV/AIDS.*

City of Cocoa CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 13th of November, 2019.*

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	19-359	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/28/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Authorize the City Manager to Approve a Purchase Order for FY-2020 NAPA IBS Operational and Management Expenditures of $108,000. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SEPTEMBER 201992.pdf AUGUST 201982.pdf JULY - 201972.pdf CLERKS J.pdf FILE#17-358.pdf IBS-CONTRACT.pdf NAPA 061015-GPC Contract Extension 2018_0.pdf PARTS SUPPLIERS.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 28, 2019
Agenda Date: November 13, 2019
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith, P. E., Public Works Director
Requested Action:
Authorize the City Manager to Approve a Purchase Order for FY2020 NAPA IBS Operational and Management Expenditures of $108,000.

BACKGROUND:

Fiscal Year 2019 was the Fleet Division's first year using NAPA Integrated Business Solutions (IBS) for vehicle, trailer, and equipment part acquisitions. This includes 1,891 work orders from the combination of 501 vehicles, trailers, and equipment across various City Departments, three funds, and 31 accounts. Total Operational costs and Management costs for FY2019 were $106,000.

A Purchase Order for FY2020 Operational and Management in the FY2020 Budget, exceeds the City Manager's purchase authority. This agenda item is seeking authorization for the City Manager to approve a purchase order the FY20 budgeted expenditure of $108,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

FY2020 Napa IBS Operational Expenditure of $108,000 from account 001-3540-519.34-00 Contract Services.

PREVIOUS ACTION:

The Napa IBS Program Contract approved by City Council on July 24, 2018 under multi-year contract File #17-358

RECOMMENDED MOTION:

Authorize the City Manager to Approve a Purchase Order for FY2020 NAPA IBS Operational and Management Expenditures of $108,000.

NAPA AUTO PARTS

Invoice: 201992
Invoice Date: 9/30/2019
From: 9/1/2019
To: 9/30/2019

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description	Amount
Operational Expense	$ 5,124.10
Management Fee	$ 2,606.15
TOTAL	$ 7,730.25

NAPA AUTO PARTS

Invoice: 201991
Invoice Date: 9/30/2019
From: 9/1/2019
To: 9/30/2019

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount	
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed		
1103	81103	Information Technology	39.88	-	39.88	
1515	81515	Field Services		-	-	
1600	81600	General Fund Operation		-	-	
2100	82100	Cocoa Police Admin.	10,574.95	40.10	10,574.95	*
2132	82132	Code Enforcement		-	-	
2200	82200	Fire Admin.	17.48	-	17.48	
2201	82201	Fire Operations	1,294.91	22.04	1,294.91	
3200	83200	Community Services		-	-	
3500	83500	Public Works Admin.		-	-	
3510	83510	Public Works Streets	40.36	-	40.36	
3520	83520	Public Works Grounds	1,677.67	14.83	1,677.67	
3540	83540	Fleet Maintenance	606.49	9.95	606.49	
3560	83560	Facilities Maintenance		-	-	
3570	83570	Storm Water	3,083.05	-	3,083.05	
3580	83580	Capital Projects		-	-	
4010	84010	Water / Sewer Admin & Lab	207.69	-	207.69	
4020	84020	Dyal	800.95	-	800.95	
4025	84025	Water Trans. Dis.	3,671.87	-	3,671.87	
4055	84055	Utilities Engineering		-	-	
4120	84120	Sellers	198.74	-	198.74	
4125	84125	WFO Sewer Maint.	87.65	-	87.65	
80002	80002	Shop Supplies	-	-	-	
2201E	86201	Equipment - Fire Operations		-	-	
3510E	87510	Equipment - Public Works Streets		-	-	
3520E	87520	Equipment - Public Works Grounds			-	
3540E	87540	Equipment - Fleet Maintenance	3,846.74	-	3,846.74	
3570E	87570	Equipment - Storm Water		-	-	
4020E	88020	Equipment - Dyal		-	-	
4025E	88025	Equipment - Water Field Operations		-	-	
4120E	88120	Equipment - Sellers		-	-	
4125E	88125	Equipment - WFO Sewer Maint.		-	-	
					$ 26,148.43	

* This line was revised

NAPA AUTO PARTS

Invoice: 201982
Invoice Date: 8/31/2019
From: 8/1/2019
To: 8/31/2019

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description	Amount
Operational Expense	$ 5,088.72
Management Fee	$ 2,129.16
TOTAL	$ 7,217.87

NAPA AUTO PARTS

Invoice: 201981
Invoice Date: 8/31/2019
From: 8/1/2019
To: 8/31/2019

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
1103	81103	Information Technology		-	-
1515	81515	Field Services	1,210.31	-	1,210.31
1600	81600	General Fund Operation	26.04	-	26.04
2100	82100	Cocoa Police Admin.	3,289.21	-	3,289.21
2132	82132	Code Enforcement	227.48	-	227.48
2200	82200	Fire Admin.	130.48	-	130.48
2201	82201	Fire Operations	3,381.50	-	3,381.50
3200	83200	Community Services	20.28	-	20.28
3500	83500	Public Works Admin.		-	-
3510	83510	Public Works Streets	138.91	-	138.91
3520	83520	Public Works Grounds	3,472.10	14.03	3,472.10
3540	83540	Fleet Maintenance	8.74	-	8.74
3560	83560	Facilities Maintenance	368.89	-	368.89
3570	83570	Storm Water	2,060.56	-	2,060.56
3580	83580	Capital Projects		-	-
4010	84010	Water / Sewer Admin & Lab	240.32	-	240.32
4020	84020	Dyal	82.68	-	82.68
4025	84025	Water Trans. Dis.	5,835.11	10.48	5,835.11
4055	84055	Utilities Engineering	760.20	-	760.20
4120	84120	Sellers		-	-
4125	84125	WFO Sewer Maint.	63.27	-	63.27
80002	80002	Shop Supplies		-	-
2201E	86201	Equipment - Fire Operations		-	-
3510E	87510	Equipment - Public Works Streets		-	-
3520E	87520	Equipment - Public Works Grounds			-
3540E	87540	Equipment - Fleet Maintenance		-	-
3570E	87570	Equipment - Storm Water		-	-
4020E	88020	Equipment - Dyal		-	-
4025E	88025	Equipment - Water Field Operations		-	-
4120E	88120	Equipment - Sellers		-	-
4125E	88125	Equipment - WFO Sewer Maint.		-	-
					$ 21,316.08

NAPA AUTO PARTS

Invoice: 201972
Invoice Date: 7/31/2019
From: 7/1/2019
To: 7/31/2019

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description	Amount
Operational Expense	$ 5,606.76
Management Fee	$ 1,856.32
TOTAL	$ 7,463.08

NAPA AUTO PARTS

Invoice: 201971
Invoice Date: 7/31/2019
From: 7/1/2019
To: 7/31/2019

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
1103	81103	Information Technology		-	-
1515	81515	Field Services	1,297.69	-	1,297.69
1600	81600	General Fund Operation		-	-
2100	82100	Cocoa Police Admin.	6,975.78	-	6,975.78
2132	82132	Code Enforcement	166.31	-	166.31
2200	82200	Fire Admin.	39.15	-	39.15
2201	82201	Fire Operations	1,217.32	-	1,217.32
3200	83200	Community Services		-	-
3500	83500	Public Works Admin.	58.28	-	58.28
3510	83510	Public Works Streets		-	-
3520	83520	Public Works Grounds	406.10	-	406.10
3540	83540	Fleet Maintenance		-	-
3560	83560	Facilities Maintenance	264.08	-	264.08
3570	83570	Storm Water	919.50	-	919.50
3580	83580	Capital Projects		-	-
4010	84010	Water / Sewer Admin & Lab		-	-
4020	84020	Dyal	530.39	-	530.39
4025	84025	Water Trans. Dis.	4,117.99	-	4,117.99
4055	84055	Utilities Engineering	22.72	-	22.72
4120	84120	Sellers	95.34	-	95.34
4125	84125	WFO Sewer Maint.	1,140.58	-	1,140.58
80002	80002	Shop Supplies	141.97	-	141.97
2201E	86201	Equipment - Fire Operations		-	-
3510E	87510	Equipment - Public Works Streets		-	-
3520E	87520	Equipment - Public Works Grounds	475.21	11.68	475.21
3540E	87540	Equipment - Fleet Maintenance		-	-
3570E	87570	Equipment - Storm Water		-	-
4020E	88020	Equipment - Dyal		-	-
4025E	88025	Equipment - Water Field Operations	706.48	-	706.48
4120E	88120	Equipment - Sellers		-	-
4125E	88125	Equipment - WFO Sewer Maint.		-	-
					$ 18,574.89

- **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

5. Approve a Resolution Amending the FY2018 Budget through the use of General Fund Reserves in the amount of $57,000, for replacement and installation of four (4) 40 foot tall street lights along the US 1 corridor, and the purchase of three (3) decorative street lights that are utilized in the downtown Cocoa area. (18-295). (Public Works Director)

   - **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

6. Ordinance No. 07-2018/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (18-312). (City Attorney)

   - **Ordinance No. 07-2018 approved on First Reading. Advertisement for second reading to be handled by the City Clerk's office.**

MULTI-YEAR CONTRACTS:

7. Approval of a multi-year contract between Napa Genuine Parts Company and the City of Cocoa for Fleet Parts and Inventory Management Services, utilizing NJPA Contract No.061015 Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions effective September 1, 2018 and authorize the City Manager to sign the contract. (17-358). (Public Works Director)

   - **Approved. Agreement to be executed and distributed as necessary.**

8. Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2019 to December 31, 2019 and payments to eligible retirees for Medicare Part B reimbursement. (18-307). (Administrative Services Director)

   - **Approved. Contract to be executed and distributed as necessary.**

IX. INFORMATIONAL AGENDA:

File #: 17-358, **Version:** 2

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2018
Agenda Date: July 24, 2018
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
Approval of a multi-year contract between Napa Genuine Parts Company and the City of Cocoa for Fleet Parts and Inventory Management Services, utilizing NJPA Contract No.061015 Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions effective September 1, 2018 and authorize the City Manager to sign the contract.

BACKGROUND:

The Public Works Fleet Management Division currently operates the City's Fleet parts counter and normally has on hand approximately $110,000 of inventory. Due to the increasing number of vehicles and different parts required to service the City's diverse fleet of vehicles and equipment, it is difficult to have in stock the right part at the right time, at the right price. Staff analysis concluded that performing this service in-house is neither efficient nor cost effective relative to inventory carrying cost, parts procurement and parts warehousing issues.

City staff researched alternatives to improve service internally to our departments. Staff learned there are many fleet management organizations outsourcing their parts counter to gain operational efficiency and cost savings. In this contract, the City will liquidate its existing parts inventory through the NAPA buyback program (NAPA will purchase our entire existing inventory at our cost). Then NAPA will staff and stock inventory within the Fleet facility. The City will pay only for parts that are installed at NAPA Contract cost plus 10% with an monthly estimated IBS Management of $6,925. Benefits to the City include:

- NAPA owns the inventory
- No obsolete inventory lost costs
- Guarantees parts staffing
- Increased mechanic productivity due to not having to order or look up parts
- Vendor buying leverage
- Ability to source directly to the manufacturer
- Ability to use volume purchasing to obtain higher discounts
- Vendor networking increases parts availability
- Better tracking of parts for better inventory management
- Increased parts availability
- Reduces shop space issues

- Units are repaired faster, reducing downtime
- One invoice per month

All pricing based on current store cost or OEM contractor's current acquisition cost. Genuine Parts (NAPA) at a 10% cost rate. The City would receive one monthly invoice for parts used versus multiple monthly invoices. Using NAPA IBS, Cocoa Fleet anticipates productivity savings in office and administrative staff time, improved Fleet staff availability, eliminating annual inventory purchases. The City will potentially reduce parts costs through direct parts purchasing using NAPA parts system savings $78,754 across department vehicle repair and maintenance cost (see attached customer information sheet). Fleet's current parts clerk will be reassigned to the shop floor adding an additional mechanic technician improving the Cocoa Fleet turnaround time lowing vehicle downtime from service and repair

Cocoa Fleet would not be the only municipal Fleet that has an Agreement with NAPA for parts and parts inventory management. Over the last year, several of the local fleets including: Melbourne, Brevard County Central Fleet, Brevard County Fire Fleet and over 25 other government organizations in the State of Florida have been using NAPA IBS for a number of years. NAPA has over 80 plus years of parts and parts management to draw from allowing the city to purchase both aftermarket and OEM Parts at direct pricing through their parts network. Through the Agreement Cocoa Fleet would improve operations and supply the Fleet Technicians the parts they need onsite. This could potentially move Fleet parts acquisitions from 15% across the counter to 70% across the counter in year one with an 80 to 95% moving forward. Staff believes this is the most cost effective way to reduce Fleet overhead cost, increase Fleet productivity, and reduce overall vehicle downtime. NAPA IBS could save 10 - 20% in overall parts purchases, eliminate all parts obsolescence, and bring overall inventory parts cost to zero. Additionally, as a NAPA IBS customer Fleet would have access to all NAPA shop Technician training center (Autotech) with both online and hands on automotive training covering all make vehicles, trucks, SUV and vans.

The NAPA IBS Agreement will form a partnership with our local community NAPA Auto Parts Store and they will continue to source OEM parts from local parts distributors as needed. The City will be responsible to pay NAPA on a monthly basis a management fee equal to ten percent (10%) of the total monthly net sales.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability- Outsourcing city operations in a manner that reduces long-term costs to the City will assist in getting the City on a fiscally sustainable path.

BUDGETARY IMPACT:

FY-2018 Budget - $6,925 from Fleets 001-3540-519.34 Contract Services

FY-2018 Budget- $1.733 Annual Net Cost Increase Automotive Stock Clerk upgrade to Fleet Mechanic
FY-2019 Budget - $6,925 per month ($83,100) Fleets 001-3540-519.3400 Contract Service
CITY OF COCOA DEPARTMENT PROJECTED FY2019
VEH-REPAIR MAIN BUDGETS

DEPART #	DEPARTMENT NAM	ACCOUNT NUMBE	2019 - 4603 VEH, PARTS &SER	USING IBS Parts
1103	INFORMATION TEC	001-1103-516.4603	$1,000	$810
1600	GENERAL FUND OI	001-1600-513.4603	$3,558	$2,965
2100	COCOA POLICE AD	001-2100-521.4603	$108,439	$90,366
2132	CODE ENFORCEMI	001-2132-524.4603	$2,000	$1,667
2200	FIRE ADMIN.	001-2200-522.4603	$2,170	$1,808
2201	FIRE OPERATIONS	001-2201-522.4603	$66,736	$55,613
3200	COMMUNITY SERV	001-3200-515.4603	$2,825	$2,354
3500	PUBLIC WORKS AD	001-3500-519.4603	$732	$610
3510	PUBLIC WORKS ST	001-3510-541.4603	$16,835	$14,029
3520	PUBLIC WORKS GR	001-3520-572.4603	$17,120	$14,267
3540	FLEET MAINTENAN	001-3540-519.4603	$600	$500
3560	FACILITIES MAINTE	001-3560-519.4603	$9,000	$7,500
3580	CAPITAL PROJECT	001-3580-519.4603	$1,000	$833
1515	FIELD SERVICES	421-1515-536.4603	$8,915	$7,429
4010	WATER / SEWER A	421-4010-536.4603	$3,520	$2,933
4020	DYAL	421-4020-536.4603	$34,362	$28,635
4025	WATER TRANS. DI	421-4025-536.4603	$95,885	$79,904
4055	UTILITIES ENGINEE	421-4055-536.4603	$6,640	$5,533
4120	SELLERS	421-4120-536.4603	$7,085	$5,904
4125	WFO SEWER MAIN	421-4125-536.4603	$42,210	$35,175
3570	STORM WATER	423-3570-538.4603	$33,274	$27,728
			$463,906	$386,565
				$77,341

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approval of a multi-year contract between Napa Genuine Parts Company and the City of Cocoa for Fleet Parts and Inventory Management Services, utilizing NJPA Contract No.061015 Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions effective October 1, 2018 and authorize the City Manager to sign the contract.

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INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF COCOA, FL

INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the 24th day of July, 2018 (the "Effective Date").

WITNESSETH

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter, "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #061015 on July 21, 2015 (hereinafter, "NJPA Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of NJPA (hereinafter, "Member"), the State of Florida and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to NJPA Members set forth in the NJPA Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such NJPA Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

301 Shearer Blvd., Cocoa, FL 32922
Fleet Manager: Tony Jones

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the NJPA Contract terminates or expires, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are two pricing options available to CUSTOMER. The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

CUSTOMER INITIALS: AT

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"
Non-NAPA Product Costs	Billed to CUSTOMER at a 25% gross profit rate (gross profit is acquisition cost divided by .75)

Operational Costs	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product Costs shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product Costs shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Costs shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $ see amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** _____

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

CUSTOMER INITIALS: _____

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by

NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for

Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Costs on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** [initials]

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. **INSURANCE.**

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

9. **NO LIENS.**

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. **PERSONNEL**. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. **WARRANTY/LIABILITY DISCLAIMER**. All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. **TERMINATION FOR CAUSE**. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. **EFFECT OF TERMINATION.** Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. **BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost.

CUSTOMER INITIALS: 

15. **CHANGE OF CONTROL.** NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

(a) A change in the management or ownership of CUSTOMER;

(b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. **LANDLORD CONSENT AND WAIVER.** Not Applicable.

17. **INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or

demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922
Attn: Dan Dvorak
Telephone: (321) 633-5585
Fax: (321) 633-5560

As to CUSTOMER: City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attn: City Manager
Telephone: (321) 433-8800

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing,

the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT**. Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By: _____
Name: John Titkanich
Title: City Manager

EXHIBIT A

ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a Space Coast Auto Supply, Inc. (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated 7/24, 2018 by and between Genuine Parts Company and City of Cocoa, FL (the "Integrated Supply Agreement").

Location(s): 65 Stone St., Cocoa, FL 32922

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on July 24, 2018.

IN WITNESS WHEREOF, the undersigned have set their hands this 24th day of July 2018.

ASSIGNOR:

GENUINE PARTS COMPANY

By: _____

Name: Dan Dvorak

Its: Southeast Division Vice President

ASSIGNEE:

Space Coast Auto Supply, Inc. [JOBBER]

By: _____ Name: Patrick Wolfe

Its: President

Agreed and acknowledged: City of Cocoa, FL [CUSTOMER]

By: _____ Name: **John Titkanich**

Its: City Manager

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

[NOTE TO DRAFT: PROFIT AND LOSS STATEMENT HAS BEEN UPDATED/REVISED]

Estimated Operating Expenses

Projection	Monthly Performa	% to SALES	Annual Performa	% to SALES	
SALES	**50,000**		**600,000**		**Parts Bill For Customer (Parts Billed at Cost +0%)**
Less Cost of Sales	50,000	100.00%	600,000	100.00%	
Sales Less Cost	0	0.00%	0	0.00%	
Less Handling Chrg	0	0.00%	0	0.00%	
GROSS PROFIT	0	0.00%	0	0.00%	
Advertising	0	0.00%	0	0.00%	
Net Salaries	0	0.00%	0	0.00%	
Travel	0	0.00%	0	0.00%	
Sales - Misc.	0	0.00%	0	0.00%	
G.M. Travel	0	0.00%	0	0.00%	
TOTAL SALES EXP.	**0**	**0.00%**	**0**	**0.00%**	
SALARIES - EXEC.	**0**	**0.00%**	**0**	**0.00%**	
PAYROLL - Acct.	450	0.90%	5,400	0.90%	Accounting & Data Processing Fee
-General Office	375	0.75%	4,500	0.75%	Fixed Expense @ .75% of sales
-Counter - J. S.	3,000	6.00%	36,000	6.00%	1 Parts Manager
-Delivery	0	0.00%	0	0.00%	No Drivers
TOTAL PAYROLL	**3,825**	**7.65%**	**45,900**	**7.65%**	
Bad Debts	0	0.00%	0	0.00%	
data proc	0	0.00%	0	0.00%	
Delivery - Ins	0	0.00%	0	0.00%	
Maintenance	0	0.00%	0	0.00%	
Truck Deprec.	0	0.00%	0	0.00%	
Dep- F & F.	0	0.00%	0	0.00%	
Empl. Ben. - Pen	0	0.00%	0	0.00%	
-Other	750	1.50%	9,000	1.50%	Health Insurance Premiums
Freight & Postage	300	0.60%	3,600	0.60%	
Insurance	350	0.70%	4,200	0.70%	General, Worker's Comp &Inventory
Interest	0	0.00%	0	0.00%	
Legal & Pro.	0	0.00%	0	0.00%	
L.H.&W.	0	0.00%	0	0.00%	
Rent	0	0.00%	0	0.00%	
Sta. & Shipping	0	0.00%	0	0.00%	
Stock Loss	0	0.00%	0	0.00%	
Store	100	0.20%	1,200	0.20%	Misc. Store Expenses (Fax Machine, Paper, Toner etc.)
Taxes (Not Income)	400	0.80%	4,800	0.80%	Payroll Taxes for Employees @ this Location
Telephone	0	0.00%	0	0.00%	
Travel (Not Sales)	0	0.00%	0	0.00%	
TAMS	1,200	2.40%	14,400	2.40%	TAMS Computer & Equipment Lease/Depreciation Expense, Maint./Support Fee's & Tams Misc. Expenses
Training	0	0.00%	0	0.00%	Training Materials for NAPA Employees
TOTAL MISC. EXP.	**3,100**	**6.20%**	**37,200**	**6.20%**	
Executive Fees	0	0.00%	0	0.00%	
TOTAL EXPENSES	**6,925**	**13.85%**	**77,004**	**12.83%**	
Operating Income	-6,925	-13.85%	-77,004	-12.83%	
Misc. Inc. Disc.(net)	0	0.00%	0	0.00%	
Others	6,925	13.85%	83,100	13.85%	**Operating Expense Reimbursement by City of Cocoa**
PROFIT	**5,000**	**10.00%**	**60,000**	**10.00%**	**Estimated Management Fee for City of Cocoa**

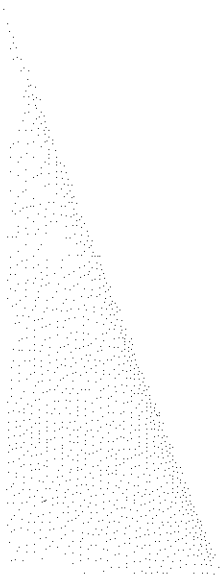


EXHIBIT C
NJPA CONTRACT

Contract Award
RFP #061015

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET RELATED MAINTENANCE EQUIPMENT, SUPPLIES SERVICES AND INVENTORY MANAGEMENT SOLUTIONS the undersigned warrants that he/she has examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, executions, technical specifications, service expectations and any special terms, do hereby propose, offer, confirm, and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable addenda to this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility at the sole discretion of responsibility in the proposed response herein and that the performance of any sub contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS) Date: June 10, 2015

Company Address: 2999 Circle 75 Parkway SE

City: Atlanta State: GA Zip: 30339

Contact Person: Jeff Kuntz Title: Vice President, NAPA IBS

Authorized Signature (ink only): _____ Jeff Kuntz
(Name printed or typed)

Form F

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined products, equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any written revisions to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 20 15 and continue for four years from the board award date. The contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized Signature: _____ NJPA Executive Director — Dr. Chad Coauette (Name printed or typed)

Awarded this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

NJPA Authorized Signature: _____ NJPA Board Member — Scott Veronen (Name printed or typed)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

Proposer hereby accepts this award including all accepted exceptions and NJPA clarifications identified on FORM C

Vendor Name: Genuine Parts Company/NAPA IBS

Vendor Authorized Signature: _____

Title: Vice President NAPA IBS (Printed name/title)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

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EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA, FL

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this 24th day of July, 2018 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and the **CITY OF COCOA**, a Florida municipal corporation ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of July 24, 2018 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "3. **TERM**. This Agreement shall begin the date this Agreement is fully executed and shall end on September 30, 2019, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract, except that this Agreement shall remain in effect through September 30, 2019 upon the expiration of the NJPA Contract on July 21, 2019. The expiration of the NJPA Contract on July 21, 2019 shall not be considered a "termination" of the NJPA Contract for purposes of determining when an automatic termination of this Agreement shall occur. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination."

3. Section 5(a) of the Agreement shall be amended by adding the foregoing:

"CUSTOMER makes no representations, warranties, promises, covenants, agreements, or guarantees of any kind whatsoever, whether express or implied, oral or written, relating to the usable space provided for the On Site Store. NAPA acknowledges that NAPA has not relied on any representation or warranties of any kind of the CUSTOMER or any agent of the CUSTOMER relating to the usable space. Except as provided in Section 5(d), NAPA further acknowledges and agrees that to the maximum extent permitted by law, the usable space is made available to NAPA on an "AS IS" condition and basis."

4. Section 5(c) of the Agreement shall be amended by adding the foregoing:

"NAPA employees shall be responsible for securing the On Site Store at the conclusion of each work day and otherwise as necessary."

5. Section 7 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER shall remit payment to NAPA for all invoices in accordance with the Florida Prompt Payment Act, s. 218.70, et seq., F.S.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) ***Product Costs.*** Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Outside Purchases or Services Costs.*** Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by NAPA.

(c) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary, payroll taxes and benefits payable to or in connection with employees who are located at or serve the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property or general liability insurance policies of NAPA, all equipment supplied by NAPA, freight and postage charges, inventory investment expense, any

restocking charges, cost of the use of the TAMS inventory management system in the On Site Store(s), training materials and expenses, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs or expenses incurred relative to the operation of the On Site Store(s). The Operational Costs estimated in Exhibit B represent the expected and agreed costs for the first year of this Agreement. On an annual basis, and sixty (60) days prior to the anniversary of the Effective Date of this Agreement, NAPA shall submit for CUSTOMER'S approval an updated Operating Expense Statement reflecting NAPA's expected Operational Costs. Except in emergency situations, NAPA acknowledges and agrees that any costs and expenses greater than five percent (5%) above the estimated Operational Costs on a total per month basis listed on the effective Operating Expense Statement must be approved by CUSTOMER's city council prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. Except in emergency situations, any costs and expenses above the estimated Operational Costs on a total per month basis which are five percent (5%) or less above the estimated Operational Costs must be approved by CUSTOMER's city manager prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. For purposes of illustration, and as established in Exhibit B, the estimated Operational Costs on a total per month basis for the first year of this Agreement shall be $6,925.00 per month. Thus, any amount exceeding $6,925.00 in Operational Costs in any month must be approved by either CUSTOMER'S city manager or city council as provided in this section. In the event that CUSTOMER requires NAPA to provide emergency back-up services or products in an emergency situation, the CUSTOMER's city manager's determination of an emergency shall constitute pre-approval of such overtime or product expenses. Pursuant to CUSTOMER's Financial Operations Manual policies, the city manager shall have the authority to contract for and authorize payment for purchases in an amount not exceeding $100,000.00. In such cases, the city manager shall notify the City Council of the emergency purchase thereafter.

(d) ***Management Fee.*** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at current jobber net store

Non-NAPA Product Costs and Outside Purchases and Services	acquisition cost Billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate
Operational Costs	Billed to CUSTOMER in accordance with subpart (c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for NAPA

NAPA Product Costs shall be billed to CUSTOMER at current jobber net store acquisition cost. Non-NAPA Product Costs and Outside Purchases/Services shall be billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate. Operational Costs will be charged to CUSTOMER in accordance with subpart (c) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the CUSTOMER during the preceding month at the costs set forth in the pricing plan summary above less purchase returns.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a zero percent (0%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement."

6. Section 8 of the Agreement (INSURANCE) is hereby deleted in its entirety and replaced with the following:

" **8. INSURANCE.** NAPA shall keep in force and at all times maintain during the term of this Agreement:

(a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form reasonably acceptable to CUSTOMER, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, personal injury, and products and completed operations.

(b) Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, including coverage for its employees located at the On Site Store, as required by Florida law, shall be provided.

(c) Insurance Certificates: NAPA shall provide CUSTOMER with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) reasonably acceptable to the CUSTOMER. Said Liability Policies shall provide that the CUSTOMER be an additional insured to the extent of NAPA's indemnification obligations herein. NAPA shall use reasonable commercial efforts to notify the CUSTOMER of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are reasonably acceptable to the CUSTOMER and licensed and authorized under the laws of the State of Florida.

(d) Personal Property: In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store."

7. The last sentence of Section 10 of the Agreement (PERSONNEL) is hereby deleted and replaced with the following: "If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, CUSTOMER will decide the issue in its sole discretion; provided that CUSTOMER will not request that NAPA remove or replace any of the NAPA personnel in the On Site Store(s) for reasons that are discriminatory or otherwise contrary to law."

8. Section 12(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

> " In the event that the other party fails or refuses to pay any amounts due under this Agreement in accordance with the payment provisions contained in the Amendment to this Agreement attached hereto;"

9. Section 13(a) of the Agreement (EFFECT OF TERMINATION) is hereby deleted in its entirety and replaced with the following:

" (a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any undisputed amounts due and owing to NAPA at the time of termination."

10. Section 14 of the Agreement is hereby amended by adding the following sentence to the end of the section:

"Upon CUSTOMER'S request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store."

11. The last sentence of Section 13(b) is hereby deleted in its entirety and replaced with the following: "The provisions and obligations of Sections 9, 11, 14, 17, 18, 25, 26, 27, 28, 29, 30, 31, 34 and 35 shall survive the termination of this Agreement for any reason."

12. Section 15 of the Agreement (CHANGE OF CONTROL) is hereby deleted in its entirety and replaced with the following:

" **15. CHANGE OF CONTROL.** Intentionally omitted."

13. Section 17 of the Agreement (INDEMNIFICATION) is hereby deleted in its entirety and replaced with the following:

" **17. INDEMNIFICATION.** NAPA shall indemnify and hold harmless CUSTOMER and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or resulting from: (a) the negligent acts or omissions or intentional misconduct of NAPA, its employees, officers, directors, or agents hereunder; (b) the breach of any provisions hereunder by NAPA; and (c) NAPA's violation of any applicable laws, rules and regulations. NAPA's indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for NAPA, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. NAPA shall in no way be liable to CUSTOMER for the negligent acts or omissions or intentional misconduct of CUSTOMER, its employees, officers, directors or agents.

The obligations contained in this provision shall survive termination of this Agreement."

14. Section 25 of the Agreement (CHOICE OF LAW) is hereby deleted in its entirety and replaced with the following:

" **25. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action by any party to this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be nonjury."

15. A new Section 31 shall be added to the Agreement as follows:

" **31. 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. A new Section 32 shall be added to the Agreement as follows:

" 32. **COMPLIANCE WITH STATUTES.** It shall be NAPA's responsibility to be aware of and comply with all applicable federal, state and local laws."

12. A new Section 33 shall be added to the Agreement as follows:

" 33. **SOVEREIGN IMMUNITY.** The CUSTOMER 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 CUSTOMER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CUSTOMER's potential liability under state or federal law. NAPA agrees that CUSTOMER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. 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."

13. A new Section 34 shall be added to the Agreement as follows:

" 34. **RIGHT TO AUDIT.** The CUSTOMER and its auditors, at CUSTOMER's sole cost and expense, shall be entitled to audit the books and records of NAPA to the extent that such books and records relate to the performance of this Agreement upon providing to NAPA at least ten (10) days prior written notice; provided that NAPA shall be required only to provide hard copies of records requested by the CUSTOMER that NAPA maintains electronically, and NAPA shall not be required to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Said records shall be made available, upon request, for audit purposes, to the CUSTOMER and its auditors. Such books and records shall be maintained by NAPA for a period of five (5) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing. Audits will be limited to once per calendar year."

14. A new Section 35 shall be added to the Agreement as follows:

" 35. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, NAPA agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of NAPA related to the services provided to the CUSTOMER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CUSTOMER, may be deemed to be a public record, whether in the possession or control of the CUSTOMER or NAPA; provided, to the extent allowed by law, that the

foregoing shall not include records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s) which relate to NAPA's business generally and do not specifically relate to the services provided to the CUSTOMER under this Agreement. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of NAPA are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CUSTOMER's designated custodian of public records.

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

NAPA is required to and agrees to comply with public records laws. NAPA shall keep and maintain all public records required by the CUSTOMER to perform the services as agreed to herein. NAPA shall provide the CUSTOMER, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. NAPA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, NAPA shall transfer to the CUSTOMER, at no cost, all public records in possession of the NAPA, provided the transfer is requested in writing by the City Clerk. Upon such transfer, NAPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, NAPA shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CUSTOMER, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CUSTOMER; provided that nothing in this section shall require NAPA to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Should the CUSTOMER not possess public records relating to this Agreement which are requested to be inspected or copied by the CUSTOMER or any other person, the CUSTOMER shall immediately notify NAPA of the request and the NAPA shall then provide such records to the CUSTOMER or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require NAPA to grant direct access (i.e. password protected access) to its proprietary computer systems. If the NAPA does not comply with a public records request, the CUSTOMER may enforce this Section to the extent permitted by law. NAPA acknowledges that if the NAPA does not provide the public records to the CUSTOMER

within a reasonable time, NAPA may be subject to penalties under Section 119.10, Florida Statutes. NAPA acknowledges that if a civil action is filed against NAPA to compel production of public records relating to this Agreement, the court may assess and award against NAPA the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the NAPA, be open and freely exhibited to the CUSTOMER for the purpose of examination, audit, or otherwise. Failure by NAPA to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the CUSTOMER upon delivery of a written notice of cancellation. If NAPA fails to comply with this Section, and the CUSTOMER must enforce this Section, or the CUSTOMER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to NAPA's failure to comply with this Section, the CUSTOMER shall collect from NAPA prevailing party attorney's fees and costs, and any damages incurred by the CUSTOMER, for enforcing this Section against NAPA. And, if applicable, the CUSTOMER shall also be entitled to reimbursement of all attorneys' fees and damages which the CUSTOMER had to pay a third party because of the NAPA's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and executed by their duly-authorized representatives effective as of the Amendment Effective Date.

GENUINE PARTS COMPANY

By: _____
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By: _____
Name: John Titkanich
Title: City Manager

DocuSign Envelope ID: E2F97BB7-0048-481D-AB25-2C1A00F514B0

Letter of Agreement
To Extend the Contract

Between

Genuine Parts Company dba NAPA Auto Parts (Vendor)
2999 Wildwood Parkway
Atlanta, GA 30339

And

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #061015-GPC) for the procurement of Fleet-Related Maintenance Equipment, Supplies, Services and Inventory Management Solutions. This Agreement has an expiration date of July 21, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on July 21, 2020. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

DocuSigned by:
By: Jeremy Schwartz, Its: **Director of Cooperative Contracts & Procurement/CPO**
78444D[illegible]84E3

Name printed or typed: **Jeremy Schwartz**

Date 5/30/2018 | 11:07 AM CDT

Genuine Parts Company dba NAPA Auto Parts

By: Jett Kuntz, Its: VP- NAPA IBS

Name printed or typed: JETT KUNTZ

Date 5/25/18

Fleet Maintenance
301 Shearer Blvd. I Cocoa, FL 32922
Phone: (321) 433-8766 I Fax: (321) 433-8768

TO: Parts Suppliers
FROM: Tony Jones, Fleet Manager
THROUGH: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
DATE: September 4, 2018
SUBJECT: NAPA Auto Parts

NAPA Auto Parts has been awarded an Integrated Parts Supply contract to provide parts and supplies for City of Cocoa vehicles, equipment and trailers and is the official parts procurement agent for the City of Cocoa Fleet Maintenance effective 9/1/2018.

Legislation Details (With Text)

File #:	19-480	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/3/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Authorize the City Manager to Approve a FY20 Purchase Order to JSR Enterprise East Coast LLC, Melbourne, Florida, for Additional Work related to the Removal, Disposal and Replacement of an Above Ground Diesel Fuel Tank at Banana River Pump Station. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Original PO 74034.pdf Quote 3760.pdf Inv_3351_from_JSR_Enterprises_East_Coast_LLC_10356.pdf CO - JSR Enterprises East Coast LLC - 6.19.19.pdf INV. 3122 42550.50.pdf INV. 3350 4783.50.pdf BAF FY19- 119.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2019
Agenda Date: November 13, 2019
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve a FY20 Purchase Order to JSR Enterprise East Coast LLC, Melbourne, Florida, for Additional Work related to the Removal, Disposal and Replacement of an Above Ground Diesel Fuel Tank at Banana River Pump Station

BACKGROUND:

On July 20, 2018, the diesel fuel line for the generator at the Banana River Pump Station failed and a diesel fuel tank was rented to operate the auxiliary power at this location. Further inspection of the fuel system revealed that the 2,000-gallon diesel fuel tank had deteriorated and needed to be replaced.

The City of Cocoa competitively bid the removal and replacement of this above-ground fuel tank and Bid #B-19-06-COC was awarded to JSR Enterprises East Coast LLC (JSR) for $47,334.

On December 26, 2018, Purchase Order 74034 was issued for the scope of work outlined in Bid # B-

19-06-COC. During installation of the new fuel tank, it was discovered that a reverse pumping system was required. On July 15, 2019, a change order was issued to include the required reverse pumping system; however, the required funds of $4,783.50 were deducted from line 1 and not entered as an addition. This action resulted in an inadvertent deduction of $4,783.50 from the original scope. Invoice #3122 for $42,550 and invoice #3350 for $4,783.50 were correctly received against P.O. 74034 which closed it. On September 26, 2019, invoice #3351 in the amount of $4,783.50 for the remainder of the original scope of work was presented for payment against P.O. 74034 but the balance was $0 due to the change order reduction of line 1 on July 15, 2019 (74034-1). Due to this shortfall, a Direct Pay of $4,783.50 is due to JSR bringing the total amount of the project to $52,117.50 ($47,334 + $4,783.50), which exceeds the City Manager's purchase authority.

Staff recommends Council approval of a FY20 purchase order for $4,783.50 to complete and close out this project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$4,783.50
Account Number	421-4020-536.64-00, WS19DT
Account Name	Machinery & Equipment
Source of Funds	421-4020-536.46-00, R & M
Original Purchase Order	74034
Original P.O. Amount	$47,334

Total number of change orders to date	1
Total amount in change orders to date	($4,783.50)

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Authorize the City Manager to Approve a FY20 Purchase Order to JSR Enterprise East Coast LLC, Melbourne, Florida, for Additional Work related to the Removal, Disposal and Replacement of an Above Ground Diesel Fuel Tank at Banana River Pump Station

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 74034

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10394
VENDOR FAX NO.:
VENDOR PH NO.: 321-403-4646

DATE 12/26/2018
DATE REQUIRED 9/30/2019

JSR ENTERPRISES EAST COAST LLC
DBA JSR FUELING
TECHNOLOGIES, LLC
261 BOUGAINVILLEA STREET
PALM BAY FL 32907

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
TS 0000037680 F.O.B.
SHAWNY WESTON 4020

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	47334.00	SUM	REMOVAL AND DISPOSAL OF THE EXISTING 2,000 GALLON "above ground" diesel fuel storage tank (existing tank) and replacement with a new above ground 2,000 gallon Fireguard (or equivalent) double-wall diesel fuel tank. the new tank shall meet the requirements of Standard UL2085, the Uniform Fire Code, NFPA 30A, the International Fire Code and any applicable state codes. The project is located at the Banana River Pump Station 1950 East Merritt Island Causeway, Merritt Island, FL 32953 Bid B-19-06-COC	1.0000	47334.00
				TOTAL	47334.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140205366400

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

JSR Enterprises East Coast LLC

d/b/a JSR Fueling Technologies, LLC.
700 S John Rodes Blvd Suite A-5
Melbourne FL 32904 (321)403-4646
JSREnterprisesLLC@Gmail.com

Estimate

Date	Estimate No.
6/17/2019	3760

CERTIFIED POLLUTANT STORAGE SYSTEM CONTRACTOR PCC 1256948

Name/Address

CITY OF COCOA UTILITIES
375 N.COCOA BLVD.
COCOA FL 32922

Job Site Address

Description	Rate	Qty	Total
Reverse Pumping System kit for TRS indoor 4gpm, 1/3h	3,948.50	1	3,948.50
Shipping	85.00	1	85.00
Installation of reverse pumping system.	75.00	10	750.00

Total $4,783.50

Terms and Conditions

1. All applicable sales taxes for material, equipment, supplies, and subcontractors used to satisfy this contract have been included in the cost of this estimate.
2. A signed change order will be required for any extras prior to proceeding.
3. Payment is due upon receipt of invoice per payment schedule.
4. Proposal estimate is valid for 30 days from issue date.
5. Assume that all existing electrical components, wiring and conduits can be used without modification.
6. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.
7. Permit and impact fees if applicable are not included in this estimate.
8. Any and all contamination discovered during excavation, handling of such, will be an extra charge.
9. Dewatering, sparing, sheet-pilling, and any unforeseen underground obstructions will be an extra charge.

I have read, understand and agree to the above estimate and conditions contained within.

Responsible Party Name_____ Signature_____ Date_____

JSR Enterprises East Coast LLC
d/b/a JSR Fueling Technologies, LLC.
700 S John Rodes Blvd Suite A-5
Melbourne FL 32904 (321)403-4646
JSREnterprisesLLC@Gmail.com

Invoice

Invoice Date	Invoice #:
9/26/2019	3351

CITY OF COCOA UTILITIES
375 N.COCOA BLVD.
COCOA FL 32922

Job Site Address:	
PO#74034	
P.O. Number:	**Terms**
74034	Due on receipt

Services Provided

This is the Final invoice for the remainder scope of work for Bid B-19-06-COC Replacement Diesel Fuel Tank at Banana River project.

Purchase and Installation of 2000 Gallon Above Ground Fuel Tank. Fireguard.
Mobilization and Demobilization
Engineered drawings for permits.
Permits
ABOVEGROUND TANK REMOVAL
INCLUDES:
-DISCONNECTING PUMPS FROM FUEL LINES.
-BLACKFLUSH LINES TO TANK.
-REMOVE RESIDUAL FUELS FROM TANK.
-STORE RESIDUAL FUEL IN TEMPORARY TANK TO FILL NEW TANK
-TRIPLE RINSE CLEAN TANK FOR DISPOSAL
-REMOVAL OF (1) 2000 GALLON ABOVEGROUND STORAGE TANK. 40,000 POUNDS
-DISPOSAL OF ABOVEGROUND FUEL TANK TO DEP APPROVED LANDFILL OR WASTE PROCESSOR.
-DEMO CONCRETE VAULT OFF SITE WITH JACK HAMMER FOR DISPOSAL.
*** No onsite destruction of existing Convault tank ***
BUTTERWORTH TRIPLE RINSE TANK CLEANING.
CRANE RENTAL TO SET NEW TANK, ESTIMATED FOR 16,300LB LIFT.
(1) 2,000 Gallon aboveground cylindrical double wall Fireguard fire protected
atmospheric storage tank, plate saddles welded on, fittings as per required,
(2) 6" emergency vents, heavy zinc primer, macropoxy primer with a white urethane exterior finish paint,ladder/platform welded to one end for fill
access, 7500 lbs.
10-11 WEEK DELIVERY WITH APPROVED DRAWLING FOR FABRICATION.
STAIRS WITH LANDING.
FREIGHT
2" CLOCK GAUGE WITH DROP TUBE FLOAT.
1 1/2" OPW ANTI-SIPHON VALVE, 0-5' HEAD.
INSTALLATION OF NEW TANK, GAUGES ECT.
-REFILL TANK WITH RESIDUAL FUEL
PAINT

Total

Sales Tax Not Applicable

PLEASE REMIT PAYMENT TO:
JSR FUELING TECHNOLOGIES, LLC, 700 S. JOHN RODES BLVD. SUITE A-5 MELBOURNE FL 32904

JSR Enterprises East Coast LLC
d/b/a JSR Fueling Technologies, LLC.
700 S John Rodes Blvd Suite A-5
Melbourne FL 32904 (321)403-4646
JSREnterprisesLLC@Gmail.com

Invoice

Invoice Date	Invoice #:
9/26/2019	3351

CITY OF COCOA UTILITIES
375 N.COCOA BLVD.
COCOA FL 32922

Job Site Address:	
PO#74034	
P.O. Number:	**Terms**
74034	Due on receipt

Services Provided

ABOVEGROUND FUEL TANK CLOSURE REPORT AS REQUIRED BY 62-761.
(1) YR Parts and Labor
(30) YR Tank Warranty

Total	**$4,783.50**

Sales Tax Not Applicable

PLEASE REMIT PAYMENT TO:
JSR FUELING TECHNOLOGIES, LLC, 700 S. JOHN RODES BLVD. SUITE A-5 MELBOURNE FL 32904

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- ☑ GENERAL
- ☐ CONSTRUCTION----------Assigned Project # Required:
- ☐ CONSTRUCTION CONTINGENCY----Resolution # Required:
  Amount Approved: _____ Balance Remaining:
- ☐ TASK ORDER ----------Assigned Task Order # Required:
- ☐ TASK ORDER AMENDMENT-------Amendment # Required:

Date: 06/19/19 **New Requ #:** 38705 **Change Requisition Number #** 1

Name of Requestor completing this form: Shawny Weston

Original Purchase Order Amount	$ 47,334.00
Change Order # 1 Amount	-
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	$ 47,334.00

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
JSR Fueling Technologies	37680	74034	$ 47,334.00

REASON FOR CHANGE (Click box(s) to select):

- ☐ Correct Freight Cost
- ☐ Correct Unit Cost
- ☐ Correct Account
- ☐ Correct Quantity Ordered
- ☐ Add Line Item
- ☐ Cancel Line Item
- ☐ Add Additional Money
- ☐ Add/Delete/Change Project #
- ☐ Liquidate Money
- ☐ Cancel Entire PO
- ☑ Other-Explain:

Invoice came in and was less than originally quoted. Other work was found and needs to done. Cost is equal to the remainder on the original PO.

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
1	(4,783.50)	sum	Invoice cost was less than originally quoted	421-4020-536.64.00		1.00	$ (4,783.50)
2	3,948.50	sum	Reverse pumping System kit for TRS indoor 4gpm,1/3h	421-4020-536.64-00		1.00	$ 3,948.50
3	85.00	sum	Shipping	421-4020-536.42-00		1.00	$ 85.00
4	750.00	sum	Installation of reverse pumping system	421-4020-536.64-00		1.00	$ 750.00
							$ -
							$ -
							$ -
							$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #. $ -

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Date: *06/19/19* **New Requ #:** **38705** ***Change Requisition Number #*** **1**

Change Order Justification:

Change Order Justification: Invoice came in and was less than originally quoted, Other work was found and needs to be done. Cost is equal to the remainder on the original PO

*******Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *******

JSR Enterprises East Coast LLC
d/b/a JSR Fueling Technologies, LLC.
700 S John Rodes Blvd Suite A-5
Melbourne FL 32904 (321)403-4646
JSREnterprisesLLC@Gmail.com

Invoice

Invoice Date	Invoice #:
6/17/2019	3122

CITY OF COCOA UTILITIES
375 N.COCOA BLVD.
COCOA FL 32922

Job Site Address:	
Banana River Pump Station 1998 East Merritt Island Cswy Merritt Island, FL 32952	
P.O. Number:	**Terms**
74034	Due on receipt

Services Provided
Purchase and Installation of 2000 Gallon Above Ground Fuel Tank. Fireguard.
Mobilization and Demobilization
Engineered drawings for permits. Permits
ABOVEGROUND TANK REMOVAL INCLUDES: -DISCONNECTING PUMPS FROM FUEL LINES. -BLACKFLUSH LINES TO TANK. -REMOVE RESIDUAL FUELS FROM TANK. -STORE RESIDUAL FUEL IN TEMPORARY TANK TO FILL NEW TANK -TRIPLE RINSE CLEAN TANK FOR DISPOSAL -REMOVAL OF (1) 2000 GALLON ABOVEGROUND STORAGE TANK. 40,000 POUNDS -DISPOSAL OF ABOVEGROUND FUEL TANK TO DEP APPROVED LANDFILL OR WASTE PROCESSOR. -DEMO CONCRETE VAULT OFF SITE WITH JACK HAMMER FOR DISPOSAL. *** No onsite destruction of existing Convault tank ***
BUTTERWORTH TRIPLE RINSE TANK CLEANING.
CRANE RENTAL TO SET NEW TANK, ESTIMATED FOR 16,300LB LIFT.
(1) 2,000 Gallon aboveground cylindrical double wall Fireguard fire protected atmospheric storage tank, plate saddles welded on, fittings as per required, (2) 6" emergency vents, heavy zinc primer, macropoxy primer with a white urethane exterior finish paint,ladder/platform welded to one end for fill access, 7500 lbs. 10-11 WEEK DELIVERY WITH APPROVED DRAWLING FOR FABRICATION. STAIRS WITH LANDING. FREIGHT
2" CLOCK GAUGE WITH DROP TUBE FLOAT. 1 1/2" OPW ANTI-SIPHON VALVE, 0-5' HEAD.

ENTERED 6/18/19

PO 74034 Liq 37680

E-MAILED 6/18/19

Total

Sales Tax Not Applicable

PLEASE REMIT PAYMENT TO:
JSR FUELING TECHNOLOGIES, LLC, 700 S. JOHN RODES BLVD. SUITE A-5 MELBOURNE FL 32904

JSR Enterprises East Coast LLC
d/b/a JSR Fueling Technologies, LLC.
700 S John Rodes Blvd Suite A-5
Melbourne FL 32904 (321)403-4646
JSREnterprisesLLC@Gmail.com

Invoice

Invoice Date	Invoice #:
6/17/2019	3122

CITY OF COCOA UTILITIES
375 N.COCOA BLVD.
COCOA FL 32922

Job Site Address:	
Banana River Pump Station 1998 East Merritt Island Cswy Merritt Island, FL 32952	
P.O. Number:	**Terms**
74034	Due on receipt

Services Provided
INSTALLATION OF NEW TANK, GAUGES ECT. -REFILL TANK WITH RESIDUAL FUEL PAINT ABOVEGROUND FUEL TANK CLOSURE REPORT AS REQUIRED BY 62-761. **(1) YR Parts and Labor** **(30) YR Tank Warranty**

Total	$42,550.50

Sales Tax Not Applicable

PLEASE REMIT PAYMENT TO:
JSR FUELING TECHNOLOGIES, LLC, 700 S. JOHN RODES BLVD. SUITE A-5 MELBOURNE FL 32904

JSR Enterprises East Coast LLC
d/b/a JSR Fueling Technologies, LLC.
700 S John Rodes Blvd Suite A-5
Melbourne FL 32904 (321)403-4646
JSREnterprisesLLC@Gmail.com

Invoice

Date:	Invoice #
9/25/2019	3350

BILL TO:

CITY OF COCOA UTILITIES
375 N.COCOA BLVD.
COCOA FL 32922

Job Site Address:	
P.O. Number:	**Terms:**
74034	Due on receipt

Description	Qty	Rate	Amount
Reverse Pumping System kit for TRS indoor 4gpm, 1/3h	1	3,948.50	3,948.50
Shipping	1	85.00	85.00
Installation of reverse pumping system.	10	75.00	750.00

PO 74034
MA 37680

ENTERED 9-26-19

E-MAILED 9/25/19

Total	$4,783.50

1. All applicable sales taxes for material, equipment, supplies, and subcontractors used to satisfy this contract have been included.
2. A signed change order will be required for any extras prior to proceeding.
3. Payment is due upon receipt of invoice per payment schedule.
4. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.

PLEASE REMIT PAYMENT TO:
JSR FUELING TECHNOLOGIES, LLC, 700 S. JOHN RODES BLVD. SUITE A-5 MELBOURNE FL 32904

City of Cocoa Budget Adjustment Form FY 2019 - 119

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Util/Dyal/4020 | DATE PREPARED: 10/03/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 4,784)	421-4020-536.46-00		Repairs & Maintenance	$ 1,895,200	$ 1,978,442	$ 1,973,658	$ 139,967
$ 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
($ 4,784)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,784	421-4020-536.64-00	WS19DT	Machinery & Equipment	$ 471,900	$ 517,950	$ 522,734	$ 41,441
$ 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
$ 4,784	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional expenses were incurred that were not in the original scope of work. A Reverse Pump was needed. This pump is necessary for life and safety and to prevent a diesel fuel spill in to the Banana River. Staff requests funds come from FY19 421-4020-536.46-00. Agenda Item 19-480.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/23/19 *RESOLUTION #:* _____

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

10/3/19 Shawn Weston Digitally signed by Shawn Weston Date: 2019.10.03 11:02:51 -04'00'	10/7/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.10.07 09:49:57 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/4/19 John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2019.10.04 09:27:43 -04'00'	10/7/19 Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2019.10.07 18:03:48 -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 9/25/18 - IT

Legislation Details (With Text)

File #:	19-481	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	10/3/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2020. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2019
Agenda Date: November 13, 2019
Prepared By: Christi Grant, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2020.

BACKGROUND:

The City uses Florida Power & Light and Duke Energy for its electrical utilities. The City is billed for actual consumption of electrical services similar to a resident being billed for electrical utility services. In some cases, the annual amount budgeted for each division exceeds the City Manager's purchasing authority ($50,000), In order to ensure the operational needs of the City are met, staff is requesting City Council to authorize the City Manager to approve all electric utility purchase orders as they relate to electric consumption only for FY2020.

The City also utilizes the State of Florida contract related to cellular and data services. Within the Police Department, it is anticipated that the annual amount will exceed the City Manager's purchasing authority. City staff is requesting City Council to authorize the City Manager to approve purchase orders as they relate to Verizon cellular and data services for consumption in FY2020 only. Both the utility and data services are budgeted for annually and should the budgeted amounts be exceeded an item will be returned for City Council approval. .

STRATEGIC PLAN CONNECTION:

None. This is an operational request.

BUDGETARY IMPACT:

Budgeted Yes

Estimated amounts budgeted for electric service in FY2020 total $3,034,173. For informational purposes only, electric service is budgeted in the following accounts:

Account	Description	Budget Estimate
001-2100-521-43-00	Police Admin/Operations	$59,000
001-2201-522.43-00	Fire Operations	$34,216
001-3510-541-43-00	Public Works Maintenance	$328,000
001-3520-572-43-00	Parks & Beautification	$6,500
001-3560-519-43-00	Facility Management	$213,700
Total General Fund = $641,416		
111-3230-559-43-00	CRA Diamond Square	$0
112-3230-559-43-00	CRA US1 Corridor	$150
421-4010-536-43-00	Water Administration	$1,200
421-4020-536-43-00	Dyal Plant	$1,976,655
421-4025-536-43-00	Water Field Operations	$65,000
421-4120-536-43-00	Water Reclamation	$279,952
421-4125-536-43-00	Sewer Field Operations	$55,000
Total Water/Sewer Fund = $2,377,957		
423-3570-538-43-00	Stormwater Utility	$14,800
Police Department Verizon		
001-2100-521.41-00		$51,800

Actual consumption amounts may vary and change orders to purchase orders may be required to pay the necessary amount for the fiscal year. Future budget transfers or amendments may be necessary to ensure payment of the monthly electric utility bills

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2020.

powered by Legistar™

Legislation Details (With Text)

File #:	19-499	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	10/10/2019		**In control:**	City Council	
On agenda:	11/13/2019		**Final action:**		
Title:	Approve Participation in a Cooperative Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019 through August 16, 2021 and authorize City Manager to approve Related Blanket Purchase Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Manatee County Contract Exhibit B Pricing.pdf Manatee County Contract Water Parts Price List.pdf Manatee County Email Approval.pdf Manatee County-Sunstate Contract 19-R072004CB Neptune Meters and Parts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2019
Agenda Date: November 13, 2019
Prepared By: Melinda Keesee, Field Operations Technician
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019 through August 16, 2021 and authorize City Manager to approve Related Blanket Purchase Order

BACKGROUND:

The City of Cocoa has been purchasing Neptune water meters (and related equipment) through the Neptune authorized distributor Sunstate Meter and Supply since the early 1990's. Water meters are stocked at the warehouse until the Utilities Department withdraws the necessary material at which time it is charged to the appropriate repair and maintenance account. Replenishment of stock has been accomplished through the use of a "piggy-back" contract with Manatee County and required purchase orders are generated.

In May 2018 the Customer Service and Water Field Operations Divisions (WFO) transitioned from installing manual read meters to installing radio read meters exclusively. Installing radio read meter technology will enable Customer Service to read water meters more efficiently utilizing the radio

reading equipment recently purchased by Customer Service; however, implementing this program has resulted in an increased cost for meter/register installations and replacements. At the current meter installation/replacement rate, it is anticipated that WFO will spend approximately $1 million on meters and other related ancillary devices during FY20.

To reduce the amount of purchase orders required, the Utilities Department is requesting approval to place vendor orders with Sunstate Meter and Supply as a blanket purchase order for an initial purchase order amount of $750,000, and is requesting approval for the City Manager to approve this encumbrance. Should FY20 purchases exceed the established amount of $750,000, a change order to add funds will be presented to City Council for additional purchasing authority. Through the use of a blanket purchase order, larger quantities of meters can be ordered at one time, providing administrative and operational efficiencies.

Staff recommends approval of a blanket purchase order with Sunstate Meter and Supply.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$620,000 (WS13FS)
Account Number	421-4025-536.46-00
Account Name	Repair and Maintenance
Amount Requested	$130,000
Account Number	421-4025-536.46-00
Account Name	Repair and Maintenance

The current allotted Project Budget (WS13FS) is $620,000; however, the Repair and Maintenance Account has sufficient funds within the account for the requested and estimated budget of $750,000. A “Project Transfer” within the account line may be required in the future should meter purchases exceed $620,000 (for project tracking purposes only). However, should Utilities need additional funds from Contingency for this account, they will return to City Council for approval.

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from Sunstate Meter and Supply, Inc.

On October 14, 2008, City Council approved Resolution No. 2008-110 waiving the competitive bidding process, by reason of sole source, for the purpose of purchasing Neptune potable water meters from Sunstate Meter and Supply, Inc., Newberry, Florida.

On September 14, 2010, City Council approved participation in a cooperative purchase agreement

for the purchase of ¾”-2” water meters utilizing the Manatee County, Florida service agreement, which was awarded to Sunstate Meter and Supply, Inc., a Florida corporation, (and its subcontractor Neptune Technology Group, Inc.) on November 3, 2009.

On October 28, 2014, City Council approved participation in a multi-year cooperative purchase agreement with Sunstate Meter and Supply Inc. (and its subcontractor Neptune Technology Group, Inc.) utilizing the Manatee County Service Agreement #T4000065 for the purchase of three-quarter-inch (3/4”) to two-inch (2”) water meters.

On November 28, 2018, City Council approved participation in a Piggy-Back Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases Utilizing the Manatee County Service Agreement IFAS #T400065 Effective August 17, 2014 through August 16, 2019.

On June 26, 2019, City Council approved Change Order #1 to Purchase Order 74016 with Sunstate Meter Supply utilizing the Manatee County Agreement IFAS #T400065A, effective August 17, 2014 through August 16, 2019.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019 through August 16, 2021 and authorize City Manager to approve Related Blanket Purchase Order

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EXHIBIT B, PRICING PAGES

	A	B	C	D
1				
2	**Manatee County**		**Sunstate Meter & Supply, Inc. - Neptune Products**	
3				
4	**Warehouse Stock #**	**Part Number**	**Item Description**	**Unit Price**
5	3W1110	ED2B31R8G1S418	5/8"x3/4" T10 PB Meter W/ Direct Read Gallon Register	$ 46.88
6	3W1265	ED2B31RCG3S418	5/8"x3/4" T10 PB Meter W/ Direct Read RECLAIMED Gallon Register	$ 46.88
7			5/8"x3/4" T10 PB Meter W/ ProCoder Gallon Register & Pigtail	$ 106.88
8	3W1111	ED2B31RPWG11S908	5/8"x3/4" T10 PB Meter W/ProCoder R900i V4 Gallon Register	$ 180.00
9	3W1267	ED2B31RPWG11S895	5/8"x3/4" T10 PB Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 180.00
10			5/8"x3/4" T10 PB Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 210.00
11				
12	3W1115	ED2D1R8G1S418	3/4" T10 BB Meter W/ Direct Read Gallon Register	$ 80.00
13	3W1270	ED2D21RCG3S418	3/4" T10 BB Meter W/ Direct Read RECLAIMED Gallon Register	$ 80.00
14			3/4" T10 BB Meter W/ ProCoder Gallon Register & Pigtail	$ 140.00
15	3W1116	ED2D21RPWG11S908	3/4" T10 BB Meter W/ProCoder R900i V4 Gallon Register	$ 209.00
16	3W1271	ED2D21RPWG11S895	3/4" T10 BB Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 209.00
17			3/4" T10 BB Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 239.00
18				
19	3W1120	ED2F21R8G1S418	1" T10 BB Meter W/ Direct Read Gallon Register	$ 137.50
20	3W1250	ED2F21RCG3S418	1" T10 BB Meter W/Direct Read RECLAIMED Gallon Register	$ 137.50
21			1" T10 BB Meter W/ ProCoder Gallon Register & Pigtail	$ 197.50
22	3W1121	ED2F21RPWG11S908	1" T10 BB Meter W/ProCoder R900i V4 Gallon Register	$ 256.00
23	3W1251	ED2F21RPWG11S895	1" T10 BB Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 256.00
24			1" T10 BB Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 286.00
25				
26	3W1116	ED2H21R8G2S418	1 1/2" T10 Meter W/ Direct Read Gallon Register	$ 312.50
27			1 1/2" T10 Meter W/ ProCoder Gallon Register & Pigtail	$ 372.50
28	3W1126	ED2H21RPWG11S908	1 1/2" T10 Meter W/ProCoder R900i V4 Gallon Register	$ 421.00
29			1 1/2" T10 Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 451.00
30				
31	3W1130	ED2J21R8G2S418	2" T10 Meter W/ Direct Read Gallon Register	$ 440.65
32			2" T10 Meter W/ ProCoder Gallon Register & Pigtail	$ 500.65
33	3W1131	ED2J21RPWG11S908	2" T10 Meter W/ProCoder R900i V4 Gallon Register	$ 545.00
34			2" T10 Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 575.00
35				
36			1 1/2" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 558.90
37		ET4HRPWG11S908	1 1/2" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 618.90
38	3W1356	ET4HRPWG11S895	1 1/2" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 618.90
39			1 1/2" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 648.90
40				
41			2" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 560.00
42		ET4ARPWG11S908	2" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 620.00
43	3W1352	ET4ARPWG11S895	2" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 620.00
44			2" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 650.00
45				

	A	B	C	D
46			3" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 976.50
47		ET4BRPWG11S908	3" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 1,036.50
48	3W1276	ET4BRPWG11S895	3" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 1,036.50
49			3" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 1,066.50
50				
51			4" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 1,098.53
52		ET4CRPWG11S908	4" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 1,158.53
53	3W1281	ET4CRPWG11S895	4" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 1,158.53
54			4" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 1,188.53
55				
56			6" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 1,860.73
57		ET4DRPWG11S908	6" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 1,920.73
58	3W1286	ET4DRPWG11S895	6" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 1,920.73
59			6" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 1,950.73
60				
61			8" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 2,516.00
62		ET4ERPWG11S908	8" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 2,756.00
63		ET4ERPWG11S895	8" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 2,756.00
64			8" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 2,786.00
65				
66			10" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 4,543.00
67		ET4FRPWG11S908	10" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 4,603.00
68		ET4FRPWG11S895	10" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 4,603.00
69			10" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 4,633.00
70				
71			2" Tru Flo Compound Meter W/ProCoder Gallon Register & Pigtail	$ 1,360.73
72			2" Tru Flo Compound Meter W/ProCoder R900i V4 Gallon Register	$ 1,420.73
73			2" Tru Flo Compound Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 1,480.73
74				
75			3" Tru Flo Compound Meter W/ProCoder Gallon Register & Pigtail	$ 2,013.00
76	3W1206	EC3BRPWG11S908	3" Tru Flo Compound Meter W/ProCoder R900i V4 Gallon Register	$ 2,073.00
77			3" Tru Flo Compound Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 2,133.00
78				
79			4" Tru Flo Compound Meter W/ProCoder Gallon Register & Pigtail	$ 2,366.82
80	3W1121	EC3CRPWG11S908	4" Tru Flo Compound Meter W/ProCoder R900i V4 Gallon Register	$ 2,426.82
81			4" Tru Flo Compound Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 2,486.82
82				
83			6" Tru Flo Compound Meter W/ProCoder Gallon Register & Pigtail	$ 3,964.40
84	3W1216	EC3DRPWG11S908	6" Tru Flo Compound Meter W/ProCoder R900i V4 Gallon Register	$ 4,024.40
85			6" Tru Flo Compound Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 4,084.40
86				
87			4"x1" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 6,469.41
88		EP7C1RPWG11S908	4"x1" HPPIIIS FS Meter W/ProCoder R900i V4 Gallon Register	$ 6,529.41
89			4"x1" HPPIIIS FS Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 6,589.41
90				

	A	B	C	D
91			6"x1 1/2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 10,528.25
92	3W1220	EP7D1RPWG11S908	6"x1 1/2" HPPIIIS FS Meter W/ProCoder R900i V4 Gallon Register	$ 10,588.25
93			6"x1 1/2" HPPIIIS FS Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 10,648.25
94				
95			8"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 13,175.30
96	3W1292	EP7E1RPWG11S908	8"x2" HPPIIIS FS Meter W/ProCoder R900i V4 Gallon Register	$ 13,235.30
97			8"x2" HPPIIIS FS Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 13,295.30
98				
99			10"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 16,381.76
100	3W1222	EP7F1RPWG11S908	10"x2" HPPIIIS FS Meter W/ProCoder R900i V4 Gallon Register	$ 16,441.76
101			10"x2" HPPIIIS FS Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 16,501.76
102				
103		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
104		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
105		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
106		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
107		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
108		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
109				
110		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
111	3W1230	53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
112	3W1235	53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
113	3W1240	52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
114	3W1245	52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
115	3W1247	52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
116				
117		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
118		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
119		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
120		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
121		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
122		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
123				
124			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
125			5/8"x3/4" Mach 10 Meter W/ R900i V4 Gallon Register	$ 286.60
126			5/8"x3/4" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 316.60
127				
128			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
129			3/4" Mach 10 Meter W/ R900i V4 Gallon Register	$ 306.60
130			3/4" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 336.60
131				
132			1" Mach 10 Meter W/ Pigtail	$ 240.00
133			1" Mach 10 Meter W/ R900i V4 Gallon Register	$ 346.00
134			1" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 376.60
135				

	A	B	C	D
136			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
137			1 1/2" Mach 10 Meter W/ R900i V4 Gallon Register	$ 706.60
138			1 1/2" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 736.60
139				
140			2" Mach 10 Meter W/ Pigtail	$ 733.00
141			2" Mach 10 Meter W/ R900i V4 Gallon Register	$ 840.00
142			2" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 870.00
143				
144			3" Mach 10 Meter W/ Pigtail *(When available)*	$ 2,266.00
145			3" Mach 10 Meter W/ R900i V4 Gallon Register (When available)	$ 2,376.00
146			3" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna (When available)	$ 2,403.00
147				
148			4" Mach 10 Meter W/ Pigtail *(When available)*	$ 2,930.00
149			4" Mach 10 Meter W/ R900i V4 Gallon Register (When available)	$ 3,040.00
150			4" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna (When available)	$ 3,070.00
151				
152			6" Mach 10 Meter W/ Pigtail *(When available)*	$ 4,933.00
153			6" Mach 10 Meter W/ R900i V4 Gallon Register (When available)	$ 5,040.00
154			6" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna (When available)	$ 5,070.00
155				
156	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
157				
158			Any Size/Model Direct Read Register Assy. In Plastic Enclosure & Lid	$26.00
159			Any Size/Model ProCoder Pit Style Register	$ 70.00
160			Any Size/Model ProCoder R900i V4 Pit Style Register	$ 159.00
161			Any Size/Model ProCoder R900i V5 Pit Style Register & Pit Lid Antenna	$ 193.00
162			Price Adder for Ecoder Option on any ProCoder Regiser	$ 6.00
163				
164			R900 Wall MIU - 25' Cable	$ 100.00
165			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
166			R900 Pit Lid Antenna - 6'	$ 25.00
167			R900 Pit Lid Antenna - 20'	$ 33.00
168			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
169				
170			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
171			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
172			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
173			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
174				
175			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver *(as long as available)*	$ 5,950.00
176			Trimble Ranger 3 Charging and Communications Cradle *(as long as available)*	$ 498.00
177				
178			R900 Belt Clip Transceiver v3.0	$ 2,500.00
179				
180			MRX920v4 Mobile Data Collector	$ 9,950.00

	A	B	C	D
181			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 147.90
182			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
183				
184			R900 LoRa v5 Fixed Network Collector Complete W/Antenna (complete)	$ 9,300.00
185				
186			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
187			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
188			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
189			R900 Gateway antenna	$ 362.50
190				
191			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
192			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
193			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
194			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
195			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
196			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
197				
198			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
199			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
200			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
201			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
202			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
203			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
204				
205			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
206			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
207			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
208			Neptune 360 Professional Services (per hour fee)	$ 433.00
209				
210			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
211				
212			**Pricing Term: August 17, 2019 - August 16, 2021**	
213				
214			***Sunstate Meter & Supply, Inc.***	
215			***14001 W. Newberry Road***	
216			***Newberry, Fl. 32669***	
217			**Phone: 352-332-7106**	
218			**Fax: 352-332-5604**	
219			**Toll Free: 800-342-3409**	
220			**Contact: Jeff Kimbrough - Director of Sales**	
221			**Cell Phone: 352-516-9791**	
222			**Email: jeff@kimbroughsales.com**	
223			*Jeff Kimbrough - 6/20/19*	



Water Parts Price List
Form U676-21 (Replaces U676-20)

EFFECTIVE JULY 1, 2019

T-10® Residential Meters 4
T-10® Backflow Meter - Double Check 5
Small Meter Accessories 6
Large TRU/FLO® Meters 6
Large HP PROTECTUS® Meters 9
PROTECTUS® Trident® Meters 15
Large HP Turbine Meters 16
Large Trident® Turbine 19
Large Fire Service Meters 20
Fire Hydrant Meters 20
Strainers 21
UMEs 22
Large Meter Accessories 27
Reading Systems MIU 28
Reading Systems Probes 29
Reading Systems Field Programmers 29
Reading Systems Handhelds 29
Reading Systems Mobile 29
Reading Systems R450™ Fixed Network 30
Reading Systems R900® Gateway Fixed Network 30
Neptune® 360™ Data Platform 30
Reading Systems Receptacles 31
TRICON®/S 31
TRICON/E® 35
SmartTrol™ 36
FLOSEARCH® 36
Registers Direct Read 36
Registers E-CODER® Inside 37
Registers E-CODER® Pit 37
Registers E-CODER®)R900*i* ™ Inside 38
Registers E-CODER®)R900*i* ™ Pit 39
Registers ProCoder™ Inside 40
Registers ProCoder™ Pit 40
Registers ProCoder)TC Inside 40
Registers ProCoder)TC Pit 41
Registers ProCoder™)R900*i*™ Inside 41
Registers ProCoder™)R900*i*™ Pit 41
Notes 43

Description	Part Number	Part Description	List Price
SMALL METERS T-10 5/8"	81-500	THRUST ROLLER 5/8 & 3/4 T-10	$0.32
SMALL METERS T-10 5/8"	..1787-101	SPUD PLUG W/PULLRING for 5/8 & 3/4 METERS	$0.96
SMALL METERS T-10 5/8"	..1788-008	SPUD CAP PLASTIC 5/8 METERS	$0.24
SMALL METERS T-10 5/8"	..6110-010	COUPLING WASHER 5/8 LEATHER	$0.50
SMALL METERS T-10 5/8"	..6110-013	COUPLING WASHER 5/8 .095 RUBBER	$0.64
SMALL METERS T-10 5/8"	..6724-003	MAGNET-DRIVE	$0.96
SMALL METERS T-10 5/8"	..8340-069	GASKET 2.985 X 3.490 X .120	$0.64
SMALL METERS T-10 5/8"	..8340-072	GASKET/LINER MOLDED 5/8 NT-10	$1.14
SMALL METERS T-10 5/8"	..8353-105	BOLT & WASHER 5/16 .93 LG 316 SST	$1.50
SMALL METERS T-10 5/8"	..8353-106	BOLT & WASHER 5/16 .93 LG 302 SST	$0.64
SMALL METERS T-10 5/8"	..9386-001	O-RING, SQUARE 5/8 T-10 CHAMBER	$0.82
SMALL METERS T-10 5/8"	..9386-004	O-RING, SQUARE 5/8 NT-10	$0.86
SMALL METERS T-10 5/8"	..9391-001	DIAPHRAGM 5/8 T-10	$0.50
SMALL METERS T-10 5/8"	..9397-010	BOTTOM CAP, C/I 5/8 T-10	$5.64
SMALL METERS T-10 5/8"	..9397-012	BOTTOM CAP CAST TO SIZE 5/8 NT-10 C/I	$5.64
SMALL METERS T-10 5/8"	..9397-123	BOTTOM CAP BRONZE 5/8 T-10 CAST TO SIZE	$18.90
SMALL METERS T-10 5/8"	..9397-124	BOTTOM CAP CAST TO SIZE 5/8 NT-10 BRZ	$23.16
SMALL METERS T-10 5/8"	..9397-501	BOTTOM CAP PLS 5/8 T-10 MOLD	$6.44
SMALL METERS T-10 5/8"	..9397-503	BOTTOM CAP MOLD TO SIZE 5/8 NT-10 PLASTIC	$6.44
SMALL METERS T-10 5/8"	..9398-001	LINER-BOTTOM CAP 5/8 T-10	$1.14
SMALL METERS T-10 5/8"	..9399-005	STRAINER 5/8 T-10	$1.14
SMALL METERS T-10 5/8"	..9399-006	STRAINER 5/8 NT-10	$1.14
SMALL METERS T-10 5/8"	..9400-600	CHAMBER COMPLETE 5/8 T-10 PLS MOLD TO SIZE	$25.76
SMALL METERS T-10 5/8"	..9400-900	CHAMBER COMPLETE 5/8 NT-10	$25.76
SMALL METERS T-10 3/4"	81-500	THRUST ROLLER 5/8 & 3/4 T-10	$0.32
SMALL METERS T-10 3/4"	..1787-101	SPUD PLUG W/PULLRING FOR 5/8 & 3/4 METERS	$0.96
SMALL METERS T-10 3/4"	..1789-008	SPUD CAP PLASTIC 3/4 METERS	$0.24
SMALL METERS T-10 3/4"	..6111-004	COUPLING WASHER 3/4 LEATHER	$0.64
SMALL METERS T-10 3/4"	..6111-012	COUPLING WASHER 3/4 RUBBER	$0.82
SMALL METERS T-10 3/4"	..6724-003	MAGNET-DRIVE	$0.96
SMALL METERS T-10 3/4"	..8340-034	GASKET 3.565 X 4.045 X .120	$1.28
SMALL METERS T-10 3/4"	..8353-105	BOLT & WASHER 5/16 .93 LG 316 SST	$1.50
SMALL METERS T-10 3/4"	..8353-106	BOLT & WASHER 5/16 .93 LG 302 SST	$0.64
SMALL METERS T-10 3/4"	..9386-002	O-RING 3/4 T-10	$1.94
SMALL METERS T-10 3/4"	..9826-200	MEASURING CHAMBER COMPLETE 3/4 T-10 MOLD TO SIZE	$34.46
SMALL METERS T-10 3/4"	..9829-001	DIAPHRAGM 3/4 T-10	$0.64
SMALL METERS T-10 3/4"	..9831-001	STRAINER 3/4 T-10	$1.28
SMALL METERS T-10 3/4"	..9832-001	LINER BOTTOM CAP 3/4 T-10	$2.10
SMALL METERS T-10 3/4"	..9833-010	BOTTOM CAP C/I 3/4 T-10 CAST-TO-SIZE PAINTED	$12.88
SMALL METERS T-10 3/4"	..9833-024	BOTTOM CAP BRZ 3/4 T-10 CAST-TO-SIZE	$27.38
SMALL METERS T-10 1"	...190-500	THRUST ROLLER 1 PLS DISC	$0.50
SMALL METERS T-10 1"	..1787-102	SPUD PLUG W/PULLRING for 1" METER	$1.28

Description	Part Number	Part Description	List Price
SMALL METERS T-10 1”	..1790-007	SPUD CAP PLASTIC 1 METERS	$2.58
SMALL METERS T-10 1”	..6112-004	COUPLING WASHER 1 LEATHER	$0.82
SMALL METERS T-10 1”	..6112-012	COUPLING WASHER 1 RUBBER	$0.96
SMALL METERS T-10 1”	..6724-003	MAGNET-DRIVE	$0.96
SMALL METERS T-10 1”	..8340-038	GASKET 4.620 X 5.145 X .120	$1.46
SMALL METERS T-10 1”	..8353-105	BOLT & WASHER 5/16 .93 LG 316 SST	$1.50
SMALL METERS T-10 1”	..8353-106	BOLT & WASHER 5/16 .93 LG 302 SST	$0.64
SMALL METERS T-10 1”	..9386-003	O-RING 1 T-10	$3.06
SMALL METERS T-10 1”	..9826-300	MEASURING CHAMBER COMPLETE 1 T-10 MOLD TO SIZE	$66.00
SMALL METERS T-10 1”	..9831-002	STRAINER 1 T-10	$1.62
SMALL METERS T-10 1”	..9840-001	DIAPHRAGM 1 T-10	$0.82
SMALL METERS T-10 1”	..9841-001	LINER BOTTOM CAP 1 T-10	$1.78
SMALL METERS T-10 1”	..9842-010	BOTTOM CAP C/I 1 T-10 BLACK	$21.74
SMALL METERS T-10 1”	..9842-024	BOTTOM CAP 1 T-10 BRZ CAST-TO-SIZE	$49.00
INTERMEDIATE T-10 1 1/2”	..1784-015	SPUD PLUG 1 1/2 FLANGED	$2.10
INTERMEDIATE T-10 1 1/2”	..8307-051	BOLT HEX 7/16-14 1 1/8 SST 302/304	$2.58
INTERMEDIATE T-10 1 1/2”	..8315-029	PIPE PLUG 1 MACHINING T-10 TEST PORT	$24.54
INTERMEDIATE T-10 1 1/2”	..8316-607	O-RING SQUARE 1 1/2 T-10	$4.50
INTERMEDIATE T-10 1 1/2”	..9083-001	GASKET, M/C 1 1/2 T-10	$3.70
INTERMEDIATE T-10 1 1/2”	..9084-001	STRAINER 1 1/2 T-10	$3.70
INTERMEDIATE T-10 1 1/2”	..9086-101	DIAPHRAGM 1 1/2 T-10 NEW	$6.28
INTERMEDIATE T-10 1 1/2”	..9097-000	CONTROL BLOCK ASSEMBLY 100,000U T-10	$12.08
INTERMEDIATE T-10 1 1/2”	..9098-600	MEASURING CHAMBER ASSEMBLY 100,000U T-10 MTS	$150.22
INTERMEDIATE T-10 1 1/2”	..9850-100	THRUST ROLLER 1 1/2 & 2	$3.22
INTERMEDIATE T-10 2”	..1784-019	SPUD PLUG 2 SCREW END	$2.42
INTERMEDIATE T-10 2”	..1784-026	SPUD PLUG 2 FLANGE SPECIAL	$5.16
INTERMEDIATE T-10 2”	..8307-051	BOLT HEX 7/16-14 1 1/8 SST 302/304	$2.58
INTERMEDIATE T-10 2”	..8315-029	PIPE PLUG 1 MACHINING T-10 TEST PORT	$24.54
INTERMEDIATE T-10 2”	..8316-606	O-RING SQUARE 2 T-10	$5.00
INTERMEDIATE T-10 2”	..9083-002	GASKET, M/C 2 T-10	$7.26
INTERMEDIATE T-10 2”	..9084-002	STRAINER 2 T-10	$5.16
INTERMEDIATE T-10 2”	..9086-102	DIAPHRAGM 2 T-10 NEW	$7.26
INTERMEDIATE T-10 2”	..9097-010	CONTROL BLOCK ASSEMBLY 2 T-10	$12.88
INTERMEDIATE T-10 2”	..9098-610	MEASURING CHAMBER ASSEMBLY 2 T-10 MTS	$193.20
INTERMEDIATE T-10 2”	..9850-100	THRUST ROLLER 1 1/2 & 2	$3.22
BACKFLOW T-10 5/8”	..1788-008	SPUD CAP PLASTIC 5/8 METERS	$0.24
BACKFLOW T-10 5/8”	..1789-008	SPUD CAP PLASTIC 3/4 METERS	$0.24
BACKFLOW T-10 5/8”	..5500-163	CHECK VALVE REMOVAL TOOL	$120.00
BACKFLOW T-10 5/8”	..8315-023	PIPE PLUG 1/4 NPT THREADS 5/8 BACKFLOW	$0.32
BACKFLOW T-10 5/8”	..8316-046	O-RING 1/16 DIA .176 ID	$0.72
BACKFLOW T-10 5/8”	..8316-120	O-RING 3/32 DIA 1.799 ID	$0.56

Description	Part Number	Part Description	List Price
BACKFLOW T-10 5/8"	..8316-121	O-RING 3/32 DIA 1.987 ID	$1.46
BACKFLOW T-10 5/8"	..8340-069	GASKET 2.985 X 3.490 X .120	$0.64
BACKFLOW T-10 5/8"	..8353-105	BOLT & WASHER 5/16 .93 LG 316 SST	$1.50
BACKFLOW T-10 5/8"	..8353-106	BOLT & WASHER 5/16 .93 LG 302 SST	$0.64
BACKFLOW T-10 5/8"	..8356-534	COMPRESSION SPRING 1.512 OD	$1.14
BACKFLOW T-10 5/8"	..8368-816	TEST COCK 5/8 METER/BACKFLOW	$18.20
BACKFLOW T-10 5/8"	..8579-037	RETAINER RING 5/16 SHAFT SST	$1.46
BACKFLOW T-10 5/8"	..8579-308	SNAP RING ROTOR CLIP KM-218SJ	$5.48
BACKFLOW T-10 5/8"	..9397-010	BOTTOM CAP, C/I 5/8 T-10	$5.64
BACKFLOW T-10 5/8"	..9397-501	BOTTOM CAP, PLS 5/8 T-10 MOLD	$6.44
BACKFLOW T-10 5/8"	..9398-001	LINER-BOTTOM CAP 5/8 T-10	$1.14
BACKFLOW T-10 5/8"	..9399-004	STRAINER 5/8 T-10 BACKFLOW & PART ORDER	$1.14
BACKFLOW T-10 5/8"	..9400-600	CHAMBER COMPLETE 5/8 T-10 PLS MOLD TO SIZE	$25.76
BACKFLOW T-10 5/8"	.11918-002	KNOB SHUT OFF 5/8 METER/BACKFLOW	$0.82
BACKFLOW T-10 5/8"	.11919-001	END PLATE DOUBLE CHECK 5/8 METER/BACKFLOW	$7.08
BACKFLOW T-10 5/8"	.11922-001	HOUSING UNIVERSAL 5/8 METER/BACKFLOW	$1.94
BACKFLOW T-10 5/8"	.11923-001	HOOP TEST PORT 5/8 METER/BACKFLOW	$0.96
BACKFLOW T-10 5/8"	.11925-001	HOUSING SINGLE METER 5/8 METER/BACKFLOW	$1.94
BACKFLOW T-10 5/8"	.11926-001	SPRING RETAINER GUIDE 5/8 METER/BACKFLOW	$1.14
BACKFLOW T-10 5/8"	.11927-001	STRAINER MOLDED 5/8 METER/BACKFLOW	$0.96
BACKFLOW T-10 5/8"	.11937-001	STEM 5/8 METER/BACKFLOW	$5.32
BACKFLOW T-10 5/8"	.11950-000	POPPET VALVE ASSEMBLY 5/8 METER/BACKFLOW	$6.62
BACKFLOW T-10 5/8"	.11951-000	SHUT OFF VALVE ASSEMBLY 5/8 METER/BACKFLOW	$12.72
BACKFLOW T-10 5/8"	.11959-000	INLET MODULE W/PLS PLATE DOUBLE	$34.54
BACKFLOW T-10 5/8"	.11959-100	CHECK #1 MODULE	$16.72
BACKFLOW T-10 5/8"	.11959-200	CHECK #2 MODULE	$16.32
BACKFLOW T-10 5/8"	.11959-300	OUTLET MODULE W/PLS PLATE DOUBLE	$31.92
BACKFLOW T-10 5/8"	.11972-001	RETAINER PLATE METER/BACKFLOW	$0.50
BACKFLOW T-10 5/8"	.11977-001	RUBBER REPAIR KIT 5/8 BACKFLOW	$16.52
SMALL METER ACCESSORIES	.41110-502	SEAL WIRE LEAD FREE	$0.96
LARGE TRU/FLO 2"	..8305-042	SCREW 10-32 1/2 PAN HD SST	$0.64
LARGE TRU/FLO 2"	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE TRU/FLO 2"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE TRU/FLO 2"	..8316-041	O-RING 1/16 DIA 3.739 ID	$8.54
LARGE TRU/FLO 2"	..8328-045	SCREW SELF-TAP 10-24 1 LG 18-8	$0.82
LARGE TRU/FLO 2"	..8329-213	BOLT 3/8-16 1 1/4 LG SST HEX HD	$2.38
LARGE TRU/FLO 2"	..8340-062	SEAL RING 1 1/2 & 2 HP	$40.26
LARGE TRU/FLO 2"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE TRU/FLO 2"	..8396-007	SCREW 10-32 3/8 LG FIL HD SST 304	$0.32
LARGE TRU/FLO 2"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE TRU/FLO 2"	..8568-010	WASHER .200 .359 .031 316	$2.80
LARGE TRU/FLO 2"	..9399-002	STRAINER 2 & 3 T/F	$1.14

Description	Part Number	Part Description	List Price
LARGE TRU/FLO 2″	..9399-003	STRAINER 2 HP-TRU/FLO	$4.50
LARGE TRU/FLO 2″	..9400-600	CHAMBER COMPLETE 5/8 T-10 PLS MOLD TO SIZE	$25.76
LARGE TRU/FLO 2″	..9484-013	DRIVE SLEEVE 2 HP T/F	$12.08
LARGE TRU/FLO 2″	..9485-011	DRIVE ASSEMBLY 2 HP TRU/FLO	$19.32
LARGE TRU/FLO 2″	..9605-501	SPACER KIT 2 HP-TRU/FLO CONVERSION OLD TO NEW HP	$273.00
LARGE TRU/FLO 2″	..9672-001	VALVE SEAL 2 HP-TRU/FLO	$5.64
LARGE TRU/FLO 2″	..9674-001	RETAINER RING 2 HP-TRU/FLO	$7.64
LARGE TRU/FLO 2″	..9675-001	GASKET, M/C 2 HP-TRU/FLO	$6.36
LARGE TRU/FLO 2″	..9676-100	COVER ASSEMBLY 2 HP T/F	$2,186.38
LARGE TRU/FLO 2″	..9678-001	CHAMBER PLATE HP-TRU/FLO 2	$24.16
LARGE TRU/FLO 2″	..9679-001	DOOR THROTTLE VALVE 2 HP-T/F	$0.88
LARGE TRU/FLO 2″	..9680-001	THROTTLE VALVE 2 HP-TRU/FLO	$0.88
LARGE TRU/FLO 2″	..9681-004	VALVE ASSEMBLY KIT 2 HP TRU/FLO	$109.26
LARGE TRU/FLO 2″	..9685-004	METER GASKET KIT 2 HP T/F	$56.36
LARGE TRU/FLO 2″	..9855-001	STRAINER 1 1/2 & 2 HP TURBINE	$12.08
LARGE TRU/FLO 2″	..9856-001	LOCK RING HP TURBINE 1 1/2 & 2	$2.10
LARGE TRU/FLO 2″	..9861-000	MEASURING CHAMBER ASSEMBLY 2 HP TRU/FLO	$442.76
LARGE TRU/FLO 2″	.11097-610	CALIBRATION VANE ASSEMBLY 2 HP T/F	$60.78
LARGE TRU/FLO 2″	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRU/FLO 3″	..8305-042	SCREW 10-32 1/2 PAN HD SST	$0.64
LARGE TRU/FLO 3″	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE TRU/FLO 3″	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE TRU/FLO 3″	..8316-274	O-RING 1/8 DIA 3 3/4 ID	$4.60
LARGE TRU/FLO 3″	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
LARGE TRU/FLO 3″	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE TRU/FLO 3″	..8340-019	VALVE SEAL 2 & 3 T/F	$4.04
LARGE TRU/FLO 3″	..8340-063	SEAL RING 3 TRU/FLO	$46.70
LARGE TRU/FLO 3″	..8340-066	VALVE SEAL 3 TRU/FLO	$7.26
LARGE TRU/FLO 3″	..8341-312	GASKET MAINCASE 3 T/F	$5.32
LARGE TRU/FLO 3″	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE TRU/FLO 3″	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE TRU/FLO 3″	..8568-012	WASHER .281 .625 .045 316	$0.50
LARGE TRU/FLO 3″	..8579-033	RETAINER RING 3/4 SHAFT SST	$3.70
LARGE TRU/FLO 3″	..8579-305	SNAP RING ROTOR CLIP CG-400SJ	$28.00
LARGE TRU/FLO 3″	..9399-002	STRAINER 2 & 3 T/F	$1.14
LARGE TRU/FLO 3″	..9400-600	CHAMBER COMPLETE 5/8 T-10 PLS MOLD TO SIZE	$25.76
LARGE TRU/FLO 3″	..9406-001	CHAMBER PLATE 2 & 3 T/F PASSIV	$15.30
LARGE TRU/FLO 3″	..9409-003	COVER ASSEMBLY 3 T/F	$1,807.70
LARGE TRU/FLO 3″	..9425-001	SEAL-THROTTLE VALVE 3 T/F	$25.00
LARGE TRU/FLO 3″	..9429-011	THROTTLE VALVE ASSEMBLY SST 2 & 3	$233.46
LARGE TRU/FLO 3″	..9429-101	THROTTLE VALVE ASSEMBLY 3 T/F	$233.46
LARGE TRU/FLO 3″	..9439-001SP00	MEASURING CHAMBER ASSEMBLY 3 TRU/FLO PO	$781.66
LARGE TRU/FLO 3″	..9484-008	DRIVE SLEEVE 3 T/F	$12.80

Description	Part Number	Part Description	List Price
LARGE TRU/FLO 3”	..9485-006	DRIVE ASSEMBLY 2 & 3 T/F	$21.74
LARGE TRU/FLO 3”	..9571-110	THROTTLE VALVE ASSEMBLY 3 AFTER 2001	$95.00
LARGE TRU/FLO 3”	..9681-001	VALVE ASSEMBLY KIT 3 TRU/FLO	$442.76
LARGE TRU/FLO 3”	..9685-001	METER GASKET KIT 2 & 3 T/F	$64.40
LARGE TRU/FLO 3”	.11097-600	CALIBRATION VANE ASSEMBLY 2 & 3 T/F	$60.00
LARGE TRU/FLO 3”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRU/FLO 3”	.56311-003	DIAPHRAGM 3, 4 & 6 TRU/FLO MACH	$40.26
LARGE TRU/FLO 4”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE TRU/FLO 4”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE TRU/FLO 4”	..8316-276	O-RING 1/8 DIA 4 1/2 ID	$7.58
LARGE TRU/FLO 4”	..8329-006	BOLT 1/4-20 1/2 LG SST HEX HD 316 or 304	$0.82
LARGE TRU/FLO 4”	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
LARGE TRU/FLO 4”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE TRU/FLO 4”	..8340-030	VALVE SEAL 4 T/F	$8.86
LARGE TRU/FLO 4”	..8340-064	SEAL RING 4 TRU/FLO	$49.90
LARGE TRU/FLO 4”	..8340-068	VALVE SEAL 4 TRU/FLO FOR MOLDED CYLINDER	$6.66
LARGE TRU/FLO 4”	..8341-313	GASKET MAINCASE 4 T/F	$7.26
LARGE TRU/FLO 4”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE TRU/FLO 4”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE TRU/FLO 4”	..8568-012	WASHER .281 .625 .045 316	$0.50
LARGE TRU/FLO 4”	..8579-034	RETAINER RING 7/8 SHAFT SST	$5.32
LARGE TRU/FLO 4”	..8579-306	SNAP RING ROTOR CLIP CG-475SJ	$34.14
LARGE TRU/FLO 4”	..9406-002	CHAMBER PLATE 4 T/F PASSIV	$21.74
LARGE TRU/FLO 4”	..9425-002	SEAL-THROTTLE VALVE 4 T/F	$43.64
LARGE TRU/FLO 4”	..9429-012	THROTTLE VALVE ASSEMBLY SST 4 T/F	$239.90
LARGE TRU/FLO 4”	..9439-002SP00	MEASURING CHAMBER ASSEMBLY 4 TRU/FLO PO	$853.28
LARGE TRU/FLO 4”	..9484-009	DRIVE SLEEVE 4 T/F	$11.12
LARGE TRU/FLO 4”	..9485-003	DRIVE ASSEMBLY 6 T/T & 4 T/F	$16.92
LARGE TRU/FLO 4”	..9565-100	COVER ASSEMBLY 4 TRU/FLO	$2,650.18
LARGE TRU/FLO 4”	..9571-200	THROTTLE VALVE ASSEMBLY 4	$111.10
LARGE TRU/FLO 4”	..9681-002	VALVE ASSEMBLY KIT 4 TRU/FLO	$569.26
LARGE TRU/FLO 4”	..9685-002	METER GASKET KIT 4 T/F	$128.80
LARGE TRU/FLO 4”	..9826-200	MEASURING CHAMBER COMPLETE 3/4 T-10 MOLD TO SIZE	$34.46
LARGE TRU/FLO 4”	..9831-001	STRAINER 3/4 T-10	$1.28
LARGE TRU/FLO 4”	.11097-700	CALIBRATION VANE ASSEMBLY 4 T/F	$62.00
LARGE TRU/FLO 4”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRU/FLO 4”	.56311-003	DIAPHRAGM 3, 4 & 6 TRU/FLO MACH	$40.26
LARGE TRU/FLO 6”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE TRU/FLO 6”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE TRU/FLO 6”	..8316-275	O-RING 1/8 DIA 6 1/2 ID	$10.00
LARGE TRU/FLO 6”	..8329-206	BOLT 3/8-16 3/4 LG SST HEX HD	$1.28
LARGE TRU/FLO 6”	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54

Description	Part Number	Part Description	List Price
LARGE TRU/FLO 6"	..8340-065	SEAL RING 6 TRU/FLO	$59.58
LARGE TRU/FLO 6"	..8341-314	GASKET MAINCASE 6 T/F	$9.26
LARGE TRU/FLO 6"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE TRU/FLO 6"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE TRU/FLO 6"	..8579-036	RETAINER RING 1 1/8 SHFT SST	$7.40
LARGE TRU/FLO 6"	..8579-307	SNAP RING ROTOR CLIP CG-675SJ	$138.30
LARGE TRU/FLO 6"	..9406-003	CHAMBER PLATE 6 T/F PASSIV	$41.22
LARGE TRU/FLO 6"	..9425-003	SEAL-THROTTLE VALVE 6 T/F	$45.26
LARGE TRU/FLO 6"	..9429-013	THROTTLE VALVE ASSEMBLY SST 6 T/F	$264.60
LARGE TRU/FLO 6"	..9439-106	MEASURING CHAMBER COMPLETE 6 TRU/FLO	$1,440.96
LARGE TRU/FLO 6"	..9484-010	DRIVE SLEEVE 6 T/F	$12.24
LARGE TRU/FLO 6"	..9485-008	DRIVE ASSEMBLY 6 T/F	$25.44
LARGE TRU/FLO 6"	..9566-100	COVER ASSEMBLY 6 TRU/FLO W/T-10	$3,662.10
LARGE TRU/FLO 6"	..9571-300	THROTTLE VALVE ASSEMBLY 6	$143.30
LARGE TRU/FLO 6"	..9681-003	VALVE ASSEMBLY KIT 6 TRU/FLO	$1,150.24
LARGE TRU/FLO 6"	..9685-003	METER GASKET KIT 6 T/F	$152.96
LARGE TRU/FLO 6"	..9826-300	MEASURING CHAMBER COMPLETE 1 T-10 MOLD TO SIZE	$66.00
LARGE TRU/FLO 6"	..9831-002	STRAINER 1 T-10	$1.62
LARGE TRU/FLO 6"	.11097-800	CALIBRATION VANE ASSEMBLY 6 T/F	$69.44
LARGE TRU/FLO 6"	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRU/FLO 6"	.56311-003	DIAPHRAGM 3, 4 & 6 TRU/FLO MACH	$40.26
LARGE PROTECTUS 4"	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE PROTECTUS 4"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS 4"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS 4"	..8316-271	O-RING 1/8 DIA 5 7/8 ID	$6.94
LARGE PROTECTUS 4"	..8316-306	O RING 3/16 DIA 6 1/4 ID	$26.10
LARGE PROTECTUS 4"	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS 4"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS 4"	..8368-407	CHECK VALVE 1 KITZ	$190.00
LARGE PROTECTUS 4"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS 4"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS 4"	..9760-100	KNUCKLE VALVE 4 HP PROTECTUS III	$796.96
LARGE PROTECTUS 4"	.11328-230	COVER ASSEMBLY 4 SEBILOY	$966.00
LARGE PROTECTUS 4"	.11345-200	CALIBRATION VANE SPINDLE ASSEMBLY 4	$20.13
LARGE PROTECTUS 4"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS 4"	.11459-100	METER VALVE BODY 4 NEPTUNE HP PRO	$4,749.50
LARGE PROTECTUS 4"	.11460-101	STRAINER ASSEMBLY 4 NEPTUNE HP (PURC)	$5,291.02
LARGE PROTECTUS 4"	.11462-001	STRAINER BASKET 3 & 4 NEPTUNE HP	$585.56
LARGE PROTECTUS 4"	.11668-000	THROTTLE VALVE ASSEMBLY 4 HP PRO	$56.36
LARGE PROTECTUS 4"	.12763-001	ELEMENT SEAL 4 HP TURBINE	$22.79
LARGE PROTECTUS 4"	.60707-004	GASKET 4 ROUND FLANGE	$12.88

Description	Part Number	Part Description	List Price
LARGE PROTECTUS 6”	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE PROTECTUS 6”	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS 6”	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE PROTECTUS 6”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS 6”	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE PROTECTUS 6”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS 6”	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS 6”	..8316-311	O-RING 3/16 DIA 15 ID	$40.74
LARGE PROTECTUS 6”	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS 6”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS 6”	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS 6”	..8368-408	CHECK VALVE 1 1/2 KITZ	$340.00
LARGE PROTECTUS 6”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS 6”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS 6”	..9760-200	KNUCKLE VALVE 6 HP PROTECTUS III	$957.96
LARGE PROTECTUS 6”	.11328-330	COVER ASSEMBLY 6 SEBILOY	$1,449.00
LARGE PROTECTUS 6”	.11329-300	MEASURING ELEMENT ASSEMBLY 6	$724.50
LARGE PROTECTUS 6”	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS 6”	.11459-200	METER VALVE BODY 6 NEPTUNE HP PRO	$6,359.50
LARGE PROTECTUS 6”	.11460-201	STRAINER ASSEMBLY 6 NEPTUNE HP (PURC)	$6,740.02
LARGE PROTECTUS 6”	.11462-002	STRAINER BASKET 6 NEPTUNE HP	$731.90
LARGE PROTECTUS 6”	.11668-100	THROTTLE VALVE ASSEMBLY 6 HP PRO	$62.80
LARGE PROTECTUS 6”	.11705-201	COVER 6 HPP III METER VALVE	$563.50
LARGE PROTECTUS 6”	.12763-002	ELEMENT SEAL 6 HP TURBINE	$30.45
LARGE PROTECTUS 6”	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE PROTECTUS 6”	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE PROTECTUS 6”	.60708-103	FLANGE 1 1/2 OVAL MACH SEBILOY	$80.50
LARGE PROTECTUS 6”	.60709-001	GASKET 1 1/2 FLANGE-OVAL	$4.50
LARGE PROTECTUS 6”	.60720-002	VICTAULIC COUPLING 6 STYLE 77	$297.86
LARGE PROTECTUS 6”	.60721-002	REPLACEMENT GASKET 6 VICTAULIC	$125.58
LARGE PROTECTUS 8”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE PROTECTUS 8”	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS 8”	..5500-155	HPP III VALVE RETAINER CLIP 8	$329.00
LARGE PROTECTUS 8”	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE PROTECTUS 8”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS 8”	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
LARGE PROTECTUS 8”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE PROTECTUS 8”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS 8”	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS 8”	..8316-309	O-RING 3/16 DIA 19 ID	$71.48
LARGE PROTECTUS 8”	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS 8”	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS 8”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58

Description	Part Number	Part Description	List Price
LARGE PROTECTUS 8”	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS 8”	..8368-011	GATE VALVE 2	$281.76
LARGE PROTECTUS 8”	..8368-409	CHECK VALVE 2 KITZ	$500.00
LARGE PROTECTUS 8”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS 8”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS 8”	..9760-300	KNUCKLE VALVE 8 & 10 HP PROTECTUS III	$1,529.50
LARGE PROTECTUS 8”	.11328-430	COVER ASSEMBLY 8 SEBILOY	$1,932.00
LARGE PROTECTUS 8”	.11329-400	MEASURING ELEMENT ASSEMBLY 8	$966.00
LARGE PROTECTUS 8”	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS 8”	.11459-300	METER VALVE BODY 8 NEPTUNE HP PRO	$7,064.24
LARGE PROTECTUS 8”	.11460-301	STRAINER ASSEMBLY 8 NEPTUNE HP (PURC)	$8,667.90
LARGE PROTECTUS 8”	.11462-003	STRAINER BASKET 8 NEPTUNE HP	$968.10
LARGE PROTECTUS 8”	.11668-200	THROTTLE VALVE ASSEMBLY 8 & 10 HP PRO	$69.26
LARGE PROTECTUS 8”	.11705-301	COVER 8 HPP III METER VALVE	$724.50
LARGE PROTECTUS 8”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE PROTECTUS 8”	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE PROTECTUS 8”	.60708-203	FLANGE 2 OVAL MACH SEBILOY	$69.30
LARGE PROTECTUS 8”	.60709-002	GASKET 2 FLANGE-OVAL	$5.64
LARGE PROTECTUS 8”	.60721-003	REPLACEMENT GASKET 8 VICTAULIC	$136.86
LARGE PROTECTUS 10”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE PROTECTUS 10”	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS 10”	..5500-155	HPP III VALVE RETAINER CLIP 8	$329.00
LARGE PROTECTUS 10”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS 10”	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
LARGE PROTECTUS 10”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE PROTECTUS 10”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS 10”	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS 10”	..8316-310	O-RING 3/16 DIA 21 ID	$68.44
LARGE PROTECTUS 10”	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS 10”	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS 10”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS 10”	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS 10”	..8368-011	GATE VALVE 2	$281.76
LARGE PROTECTUS 10”	..8368-409	CHECK VALVE 2 KITZ	$500.00
LARGE PROTECTUS 10”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS 10”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS 10”	..9760-300	KNUCKLE VALVE 8 & 10 HP PROTECTUS III	$1,529.50
LARGE PROTECTUS 10”	.11328-530	COVER ASSEMBLY 10 SEBILOY	$2,415.00
LARGE PROTECTUS 10”	.11329-500	MEASURING ELEMENT ASSEMBLY 10	$1,207.50
LARGE PROTECTUS 10”	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS 10”	.11459-400	METER VALVE BODY 10 NEPTUNE HP PRO	$7,313.02
LARGE PROTECTUS 10”	.11460-401	STRAINER ASSEMBLY 10 NEPTUNE HP (PURC)	$12,578.00
LARGE PROTECTUS 10”	.11462-004	STRAINER BASKET 10 NEPTUNE HP	$1,632.06

Description	Part Number	Part Description	List Price
LARGE PROTECTUS 10"	.11668-200	THROTTLE VALVE ASSEMBLY 8 & 10 HP PRO	$69.26
LARGE PROTECTUS 10"	.11705-301	COVER 8 HPP III METER VALVE	$724.50
LARGE PROTECTUS 10"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE PROTECTUS 10"	.60707-010	GASKET 10 ROUND FLANGE	$40.26
LARGE PROTECTUS 10"	.60721-004	REPLACEMENT GASKET 10 VICTAULIC	$136.86
LARGE PROTECTUS SS 4"	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE PROTECTUS SS 4"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS SS 4"	..8307-019	BOLT HEX 5/8-11 2 1/2 SST 316	$8.86
LARGE PROTECTUS SS 4"	..8307-032	BOLT HEX 3/4-10 2 3/4 SST 316	$15.30
LARGE PROTECTUS SS 4"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS SS 4"	..8316-271	O-RING 1/8 DIA 5 7/8 ID	$6.94
LARGE PROTECTUS SS 4"	..8316-306	O RING 3/16 DIA 6 1/4 ID	$26.10
LARGE PROTECTUS SS 4"	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS SS 4"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS SS 4"	..8368-407	CHECK VALVE 1 KITZ	$190.00
LARGE PROTECTUS SS 4"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS SS 4"	..8545-416	NUT 3/4-10 HEX DOUBLE CHAMFER 316 SST	$6.44
LARGE PROTECTUS SS 4"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS SS 4"	..9760-100	KNUCKLE VALVE 4 HP PROTECTUS III	$796.96
LARGE PROTECTUS SS 4"	.11328-230	COVER ASSEMBLY 4 SEBILOY	$966.00
LARGE PROTECTUS SS 4"	.11345-200	CALIBRATION VANE SPINDLE ASSEMBLY 4	$20.13
LARGE PROTECTUS SS 4"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS SS 4"	.11459-100	METER VALVE BODY 4 NEPTUNE HP PRO	$4,749.50
LARGE PROTECTUS SS 4"	.11460-101	STRAINER ASSEMBLY 4 NEPTUNE HP (PURC)	$5,291.02
LARGE PROTECTUS SS 4"	.11462-001	STRAINER BASKET 3 & 4 NEPTUNE HP	$585.56
LARGE PROTECTUS SS 4"	.11668-000	THROTTLE VALVE ASSEMBLY 4 HP PRO	$56.36
LARGE PROTECTUS SS 4"	.11705-102	COVER METER VALVE STAINSTEEL STEEL	$1,000.00
LARGE PROTECTUS SS 4"	.12763-001	ELEMENT SEAL 4 HP TURBINE	$22.79
LARGE PROTECTUS SS 4"	.60707-004	GASKET 4 ROUND FLANGE	$12.88
LARGE PROTECTUS SS 6"	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE PROTECTUS SS 6"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS SS 6"	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE PROTECTUS SS 6"	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS SS 6"	..8307-032	BOLT HEX 3/4-10 2 3/4 SST 316	$15.30
LARGE PROTECTUS SS 6"	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE PROTECTUS SS 6"	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS SS 6"	..8316-311	O-RING 3/16 DIA 15 ID	$40.74
LARGE PROTECTUS SS 6"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS SS 6"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS SS 6"	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS SS 6"	..8368-408	CHECK VALVE 1 1/2 KITZ	$340.00
LARGE PROTECTUS SS 6"	..8545-416	NUT 3/4-10 HEX DOUBLE CHAMFER 316 SST	$6.44

Description	Part Number	Part Description	List Price
LARGE PROTECTUS SS 6"	..8568-023	WASHER .812 1.469 .134 316 3/4	$3.40
LARGE PROTECTUS SS 6"	..9760-200	KNUCKLE VALVE 6 HP PROTECTUS III	$957.96
LARGE PROTECTUS SS 6"	.11328-330	COVER ASSEMBLY 6 SEBILOY	$1,449.00
LARGE PROTECTUS SS 6"	.11329-300	MEASURING ELEMENT ASSEMBLY 6	$724.50
LARGE PROTECTUS SS 6"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS SS 6"	.11459-200	METER VALVE BODY 6 NEPTUNE HP PRO	$6,359.50
LARGE PROTECTUS SS 6"	.11460-201	STRAINER ASSEMBLY 6 NEPTUNE HP (PURC)	$6,740.02
LARGE PROTECTUS SS 6"	.11462-002	STRAINER BASKET 6 NEPTUNE HP	$731.90
LARGE PROTECTUS SS 6"	.11668-100	THROTTLE VALVE ASSEMBLY 6 HP PRO	$62.80
LARGE PROTECTUS SS 6"	.11705-201	COVER 6 HPP III METER VALVE	$563.50
LARGE PROTECTUS SS 6"	.11705-202	COVER 6 HPP III METER VALVE SST	$1,200.00
LARGE PROTECTUS SS 6"	.11957-202	STRAINER COVER 6 STAINLESS STEEL	$1,700.00
LARGE PROTECTUS SS 6"	.12763-002	ELEMENT SEAL 6 HP TURBINE	$30.45
LARGE PROTECTUS SS 6"	.12993-200	METER VALVE BODY 6	$7,000.00
LARGE PROTECTUS SS 6"	.12994-204	STRAINER BODY 6 W/SST COVER	$6,496.25
LARGE PROTECTUS SS 6"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE PROTECTUS SS 6"	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE PROTECTUS SS 6"	.60708-103	FLANGE 1 1/2 OVAL MACH SEBILOY	$80.50
LARGE PROTECTUS SS 6"	.60709-001	GASKET 1 1/2 FLANGE-OVAL	$4.50
LARGE PROTECTUS SS 6"	.60720-002	VICTAULIC COUPLING 6 STYLE 77	$297.86
LARGE PROTECTUS SS 6"	.60721-002	REPLACEMENT GASKET 6 VICTAULIC	$125.58
LARGE PROTECTUS SS 8"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE PROTECTUS SS 8"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS SS 8"	..5500-155	HPP III VALVE RETAINER CLIP 8	$329.00
LARGE PROTECTUS SS 8"	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE PROTECTUS SS 8"	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS SS 8"	..8307-032	BOLT HEX 3/4-10 2 3/4 SST 316	$15.30
LARGE PROTECTUS SS 8"	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
LARGE PROTECTUS SS 8"	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE PROTECTUS SS 8"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS SS 8"	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS SS 8"	..8316-309	O-RING 3/16 DIA 19 ID	$71.48
LARGE PROTECTUS SS 8"	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS SS 8"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS SS 8"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS SS 8"	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS SS 8"	..8368-011	GATE VALVE 2	$281.76
LARGE PROTECTUS SS 8"	..8368-409	CHECK VALVE 2 KITZ	$500.00
LARGE PROTECTUS SS 8"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS SS 8"	..8545-416	NUT 3/4-10 HEX DOUBLE CHAMFER 316 SST	$6.44
LARGE PROTECTUS SS 8"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS SS 8"	..8545-430	NUT 1 1/8-7 HEX DOUBLE CHAMFER 316 SST	$10.50
LARGE PROTECTUS SS 8"	..8568-023	WASHER .812 1.469 .134 316 3/4	$3.40

Description	Part Number	Part Description	List Price
LARGE PROTECTUS SS 8"	..9760-300	KNUCKLE VALVE 8 & 10 HP PROTECTUS III	$1,529.50
LARGE PROTECTUS SS 8"	.11328-430	COVER ASSEMBLY 8 SEBILOY	$1,932.00
LARGE PROTECTUS SS 8"	.11329-400	MEASURING ELEMENT ASSEMBLY 8	$966.00
LARGE PROTECTUS SS 8"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS SS 8"	.11459-300	METER VALVE BODY 8 NEPTUNE HP PRO	$7,064.24
LARGE PROTECTUS SS 8"	.11460-301	STRAINER ASSEMBLY 8 NEPTUNE HP (PURC)	$8,667.90
LARGE PROTECTUS SS 8"	.11462-003	STRAINER BASKET 8 NEPTUNE HP	$968.10
LARGE PROTECTUS SS 8"	.11668-200	THROTTLE VALVE ASSEMBLY 8 & 10 HP PRO	$69.26
LARGE PROTECTUS SS 8"	.11705-301	COVER 8 HPP III METER VALVE	$724.50
LARGE PROTECTUS SS 8"	.11705-302	COVER 8 & 10 HPP III METER VALVE SST	$1,500.00
LARGE PROTECTUS SS 8"	.11957-302	COVER 8 STRAINER BODY STANLESS STEEL	$5,000.00
LARGE PROTECTUS SS 8"	.12993-300	METER VALVE BODY 8	$8,000.00
LARGE PROTECTUS SS 8"	.12994-302	STRAINER BODY 8 W/SST COVER	$11,000.00
LARGE PROTECTUS SS 8"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE PROTECTUS SS 8"	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE PROTECTUS SS 8"	.60708-203	FLANGE 2 OVAL MACH SEBILOY	$69.30
LARGE PROTECTUS SS 8"	.60709-002	GASKET 2 FLANGE-OVAL	$5.64
LARGE PROTECTUS SS 8"	.60721-003	REPLACEMENT GASKET 8 VICTAULIC	$136.86
LARGE PROTECTUS SS 10"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE PROTECTUS SS 10"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS SS 10"	..5500-155	HPP III VALVE RETAINER CLIP 8	$329.00
LARGE PROTECTUS SS 10"	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS SS 10"	..8307-032	BOLT HEX 3/4-10 2 3/4 SST 316	$15.30
LARGE PROTECTUS SS 10"	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
LARGE PROTECTUS SS 10"	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE PROTECTUS SS 10"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS SS 10"	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS SS 10"	..8316-310	O-RING 3/16 DIA 21 ID	$68.44
LARGE PROTECTUS SS 10"	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS SS 10"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS SS 10"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS SS 10"	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS SS 10"	..8368-011	GATE VALVE 2	$281.76
LARGE PROTECTUS SS 10"	..8368-409	CHECK VALVE 2 KITZ	$500.00
LARGE PROTECTUS SS 10"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS SS 10"	..8545-416	NUT 3/4-10 HEX DOUBLE CHAMFER 316 SST	$6.44
LARGE PROTECTUS SS 10"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS SS 10"	..8545-430	NUT 1 1/8-7 HEX DOUBLE CHAMFER 316 SST	$10.50
LARGE PROTECTUS SS 10"	..8568-023	WASHER .812 1.469 .134 316 3/4	$3.40
LARGE PROTECTUS SS 10"	..9760-300	KNUCKLE VALVE 8 & 10 HP PROTECTUS III	$1,529.50
LARGE PROTECTUS SS 10"	.11328-530	COVER ASSEMBLY 10 SEBILOY	$2,415.00
LARGE PROTECTUS SS 10"	.11329-500	MEASURING ELEMENT ASSEMBLY 10	$1,207.50
LARGE PROTECTUS SS 10"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92

Description	Part Number	Part Description	List Price
LARGE PROTECTUS SS 10”	.11459-400	METER VALVE BODY 10 NEPTUNE HP PRO	$7,313.02
LARGE PROTECTUS SS 10”	.11460-401	STRAINER ASSEMBLY 10 NEPTUNE HP (PURC)	$12,578.00
LARGE PROTECTUS SS 10”	.11462-004	STRAINER BASKET 10 NEPTUNE HP	$1,632.06
LARGE PROTECTUS SS 10”	.11668-200	THROTTLE VALVE ASSEMBLY 8 & 10 HP PRO	$69.26
LARGE PROTECTUS SS 10”	.11705-301	COVER 8 HPP III METER VALVE	$724.50
LARGE PROTECTUS SS 10”	.11705-302	COVER 8 & 10 HPP III METER VALVE SST	$1,500.00
LARGE PROTECTUS SS 10”	.12994-403	STRAINER BODY 10 W/SST COVER	$13,000.00
LARGE PROTECTUS SS 10”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE PROTECTUS SS 10”	.60707-010	GASKET 10 ROUND FLANGE	$40.26
LARGE PROTECTUS SS 10”	.60721-004	REPLACEMENT GASKET 10 VICTAULIC	$136.86
PROTECTUS TRIDENT 4”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
PROTECTUS TRIDENT 4”	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
PROTECTUS TRIDENT 4”	..8344-012	BUSHING .1295ID .310 L .3115 OD	$16.60
PROTECTUS TRIDENT 4”	..8383-077	SCREW 8-32 5/16 LG BND HD SST	$0.24
PROTECTUS TRIDENT 4”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
PROTECTUS TRIDENT 4”	..8568-012	WASHER .281 .625 .045 316	$0.50
PROTECTUS TRIDENT 4”	..9441-001	GEAR TRAIN ASSEMBLY 2, 3 & 4 T/T	$92.58
PROTECTUS TRIDENT 4”	..9450-001	DRIVE PINION 2, 3 & 4 T/T	$1.52
PROTECTUS TRIDENT 4”	..9484-007	DRIVE SLEEVE 4 T/T	$8.86
PROTECTUS TRIDENT 4”	..9485-002	DRIVE ASSEMBLY 4 T/T	$20.62
PROTECTUS TRIDENT 4”	..9491-001	DRIVE END GEAR TRAIN TRIDENT TURBINE	$0.82
PROTECTUS TRIDENT 4”	..9517-001	OUTLET 4 T/T	$382.38
PROTECTUS TRIDENT 4”	..9552-001	INLET 4 T/T MACH	$257.60
PROTECTUS TRIDENT 4”	..9554-101	THRUST SCREW ASSEMBLY 3-8 T/T, T/F	$56.36
PROTECTUS TRIDENT 4”	..9576-002	OUTLET ASSEMBLY 4 T/T & T/F	$474.96
PROTECTUS TRIDENT 4”	..9655-002	INLET ASSEMBLY 4 T/T & T/F	$257.60
PROTECTUS TRIDENT 4”	.11097-300	CALIBRATION VANE ASSEMBLY 4 T/T	$61.00
PROTECTUS TRIDENT 4”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
PROTECTUS TRIDENT 6”	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
PROTECTUS TRIDENT 6”	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
PROTECTUS TRIDENT 6”	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
PROTECTUS TRIDENT 6”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
PROTECTUS TRIDENT 6”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
PROTECTUS TRIDENT 6”	..8341-203	GASKET, M/C 6 T/T	$6.20
PROTECTUS TRIDENT 6”	..8344-015	BUSHING .316 ID .500 L .5015OD	$37.84
PROTECTUS TRIDENT 6”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
PROTECTUS TRIDENT 6”	..9441-101	GEAR TRAIN ASSEMBLY 6 & 8 T/T, T/F	$149.74
PROTECTUS TRIDENT 6”	..9491-001	DRIVE END GEAR TRAIN TRIDENT TURBINE	$0.82
PROTECTUS TRIDENT 6”	..9554-101	THRUST SCREW ASSEMBLY 3-8 T/T, T/F	$56.36
PROTECTUS TRIDENT 6”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
PROTECTUS TRIDENT 6”	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
PROTECTUS TRIDENT 6”	.60709-001	GASKET 1 1/2 FLANGE-OVAL	$4.50

Description	Part Number	Part Description	List Price
PROTECTUS TRIDENT 8”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
PROTECTUS TRIDENT 8”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
PROTECTUS TRIDENT 8”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
PROTECTUS TRIDENT 8”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
PROTECTUS TRIDENT 8”	..8341-205	GASKET, M/C 8 T/T	$9.66
PROTECTUS TRIDENT 8”	..8344-015	BUSHING .316 ID .500 L .5015 OD	$37.84
PROTECTUS TRIDENT 8”	..8368-011	GATE VALVE 2	$281.76
PROTECTUS TRIDENT 8”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
PROTECTUS TRIDENT 8”	..9441-101	GEAR TRAIN ASSEMBLY 6 & 8 T/T, T/F	$149.74
PROTECTUS TRIDENT 8”	..9490-001	DRIVE END, MAGNET	$0.82
PROTECTUS TRIDENT 8”	..9491-001	DRIVE END GEAR TRAIN TRIDENT TURBINE	$0.82
PROTECTUS TRIDENT 8”	..9493-502	WORM 1 1/2 & 2 HPT	$3.40
PROTECTUS TRIDENT 8”	..9554-101	THRUST SCREW ASSEMBLY 3-8 T/T, T/F	$56.36
PROTECTUS TRIDENT 8”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
PROTECTUS TRIDENT 8”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
PROTECTUS TRIDENT 10”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
PROTECTUS TRIDENT 10”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
PROTECTUS TRIDENT 10”	..8341-205	GASKET, M/C 8 T/T	$9.66
PROTECTUS TRIDENT 10”	..8344-015	BUSHING .316 ID .500 L .5015 OD	$37.84
PROTECTUS TRIDENT 10”	..8368-011	GATE VALVE 2	$281.76
PROTECTUS TRIDENT 10”	..9441-101	GEAR TRAIN ASSEMBLY 6 & 8 T/T, T/F	$149.74
PROTECTUS TRIDENT 10”	..9490-001	DRIVE END, MAGNET	$0.82
PROTECTUS TRIDENT 10”	..9491-001	DRIVE END GEAR TRAIN TRIDENT TURBINE	$0.82
PROTECTUS TRIDENT 10”	..9554-101	THRUST SCREW ASSEMBLY 3-8 T/T, T/F	$56.36
PROTECTUS TRIDENT 10”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
PROTECTUS TRIDENT 10”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE HP TURBINE 1 1/2”	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE HP TURBINE 1 1/2”	..1317-004	GASKET, OVAL FLANGE 1 1/2 DROP	$3.54
LARGE HP TURBINE 1 1/2”	..8305-042	SCREW 10-32 1/2 PAN HD SST	$0.64
LARGE HP TURBINE 1 1/2”	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE HP TURBINE 1 1/2”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 1 1/2”	..8340-062	SEAL RING 1 1/2 & 2 HP	$40.26
LARGE HP TURBINE 1 1/2”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 1 1/2”	..9485-012	DRIVE ASSEMBLY 2 HP TURBINE	$18.20
LARGE HP TURBINE 1 1/2”	..9855-001	STRAINER 1 1/2 & 2 HP TURBINE	$12.08
LARGE HP TURBINE 1 1/2”	..9856-001	LOCK RING HP TURBINE 1 1/2 & 2	$2.10
LARGE HP TURBINE 1 1/2”	..9857-003	GASKET MAINCASE 1 1/2 & 2 HPT ACCOPAC CS 301	$3.22
LARGE HP TURBINE 1 1/2”	..9859-200	COVER ASSEMBLY 1 1/2 & 2 HPT	$413.30
LARGE HP TURBINE 1 1/2”	..9861-200	MEASURING CHAMBER ASSEMBLY 1 1/2 & 2 HPT	$450.80
LARGE HP TURBINE 1 1/2”	.11097-110	CALIBRATION VANE ASSEMBLY 2 HP TURBINE	$57.96
LARGE HP TURBINE 1 1/2”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20

Description	Part Number	Part Description	List Price
LARGE HP TURBINE 1 1/2"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE HP TURBINE 1 1/2"	.60705-101	FLANGE KIT 1 1/2 BRZ ELECTRO	$78.00
LARGE HP TURBINE 2"	..1321-005	GASKET, OVAL FLANGE 2 DROP	$3.70
LARGE HP TURBINE 2"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE HP TURBINE 2"	..8305-042	SCREW 10-32 1/2 PAN HD SST	$0.64
LARGE HP TURBINE 2"	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE HP TURBINE 2"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 2"	..8340-062	SEAL RING 1 1/2 & 2 HP	$40.26
LARGE HP TURBINE 2"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 2"	..9485-012	DRIVE ASSEMBLY 2 HP TURBINE	$18.20
LARGE HP TURBINE 2"	..9855-001	STRAINER 1 1/2 & 2 HP TURBINE	$12.08
LARGE HP TURBINE 2"	..9856-001	LOCK RING HP TURBINE 1 1/2 & 2	$2.10
LARGE HP TURBINE 2"	..9857-003	GASKET MAINCASE 1 1/2 & 2 HPT ACCOPAC CS 301	$3.22
LARGE HP TURBINE 2"	..9859-200	COVER ASSEMBLY 1 1/2 & 2 HPT	$413.30
LARGE HP TURBINE 2"	..9861-200	MEASURING CHAMBER ASSEMBLY 1 1/2 & 2 HPT	$450.80
LARGE HP TURBINE 2"	.11097-110	CALIBRATION VANE ASSEMBLY 2 HP TURBINE	$57.96
LARGE HP TURBINE 2"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE HP TURBINE 2"	.60705-201	FLANGE KIT 2 BRZ ELECTRO	$98.00
LARGE HP TURBINE 3"	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE HP TURBINE 3"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 3"	..8316-270	O-RING 1/8 DIA 4 ID	$3.86
LARGE HP TURBINE 3"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 3"	.11328-130	COVER ASSEMBLY 3 SEBILOY	$724.50
LARGE HP TURBINE 3"	.11329-100	MEASURING ELEMENT ASSEMBLY 3	$371.00
LARGE HP TURBINE 3"	.11335-103	SEAL TUBE 3 HPT	$3.62
LARGE HP TURBINE 3"	.11347-110	MAGNET/GEAR ASSEMBLY 3	$6.12
LARGE HP TURBINE 3"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE HP TURBINE 3"	.11361-002	COVER 3 NEPTUNE HP TURB MACH	$257.78
LARGE HP TURBINE 3"	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 3"	.12769-001	DRIVE PINION 3 HPT	$20.28
LARGE HP TURBINE 3"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE HP TURBINE 3"	.60705-300	FLANGE KIT 3 C/I ELECTRO	$124.00
LARGE HP TURBINE 3"	.60705-301	FLANGE KIT 3 BRZ ELECTRO	$378.00
LARGE HP TURBINE 3"	.60707-003	GASKET 3 ROUND FLANGE	$10.16
LARGE HP TURBINE 4"	..8307-026	BOLT HEX 5/8-11 3 ZINC PL	$1.94
LARGE HP TURBINE 4"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 4"	..8316-271	O-RING 1/8 DIA 5 7/8 ID	$6.94
LARGE HP TURBINE 4"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE HP TURBINE 4"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 4"	.11328-230	COVER ASSEMBLY 4 SEBILOY	$966.00
LARGE HP TURBINE 4"	.11329-200	MEASURING ELEMENT ASSEMBLY 4	$483.00

Description	Part Number	Part Description	List Price
LARGE HP TURBINE 4"	.11330-002	COVER 4 NEPTUNE HP TURBINE MACH	$315.00
LARGE HP TURBINE 4"	.11347-210	MAGNET/GEAR ASSEMBLY 4	$8.06
LARGE HP TURBINE 4"	.12763-001	ELEMENT SEAL 4 HP TURBINE	$22.79
LARGE HP TURBINE 4"	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 4"	.12769-002	DRIVE PINION 4 HPT	$20.28
LARGE HP TURBINE 4"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE HP TURBINE 4"	.60705-400	FLANGE KIT 4 C/I ELECTRO	$190.00
LARGE HP TURBINE 4"	.60705-401	FLANGE KIT 4 BRZ ELECTRO	$526.00
LARGE HP TURBINE 4"	.60707-004	GASKET 4 ROUND FLANGE	$12.88
LARGE HP TURBINE 6"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE HP TURBINE 6"	..8307-013	BOLT HEX 3/4-10 3 1/4 ZINC PL	$7.26
LARGE HP TURBINE 6"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 6"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE HP TURBINE 6"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 6"	.11328-330	COVER ASSEMBLY 6 SEBILOY	$1,449.00
LARGE HP TURBINE 6"	.11329-300	MEASURING ELEMENT ASSEMBLY 6	$724.50
LARGE HP TURBINE 6"	.11347-310	MAGNET/GEAR ASSEMBLY 6	$9.66
LARGE HP TURBINE 6"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE HP TURBINE 6"	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 6"	.12769-003	DRIVE PINION 6 HPT	$25.76
LARGE HP TURBINE 6"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE HP TURBINE 6"	.60705-600	FLANGE KIT 6 C/I ELECTRO	$270.00
LARGE HP TURBINE 6"	.60705-601	FLANGE KIT 6 BRZ ELECTRO	$840.00
LARGE HP TURBINE 6"	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE HP TURBINE 8"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE HP TURBINE 8"	..8307-013	BOLT HEX 3/4-10 3 1/4 ZINC PL	$7.26
LARGE HP TURBINE 8"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 8"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE HP TURBINE 8"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 8"	.11328-430	COVER ASSEMBLY 8 SEBILOY	$1,932.00
LARGE HP TURBINE 8"	.11329-400	MEASURING ELEMENT ASSEMBLY 8	$966.00
LARGE HP TURBINE 8"	.11347-410	MAGNET/GEAR ASSEMBLY 8	$11.28
LARGE HP TURBINE 8"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE HP TURBINE 8"	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 8"	.12769-004	DRIVE PINION 8 HPT	$29.00
LARGE HP TURBINE 8"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE HP TURBINE 8"	.60705-800	FLANGE KIT 8 C/I ELECTRO	$494.00
LARGE HP TURBINE 8"	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE HP TURBINE 10"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE HP TURBINE 10"	.11328-530	COVER ASSEMBLY 10 SEBILOY	$2,415.00
LARGE HP TURBINE 10"	.11329-500	MEASURING ELEMENT ASSEMBLY 10	$1,207.50

Description	Part Number	Part Description	List Price
LARGE HP TURBINE 10”	.11347-510	MAGNET/GEAR ASSEMBLY 10	$12.88
LARGE HP TURBINE 10”	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE HP TURBINE 10”	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 10”	.12769-005	DRIVE PINION 10 HPT	$33.00
LARGE HP TURBINE 10”	.60705-900	FLANGE KIT 10 C/I ELECTRO	$976.00
LARGE TRIDENT TURBINE 3”	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
LARGE TRIDENT TURBINE 3”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE TRIDENT TURBINE 3”	..8341-304	GASKET, MAINCASE 3 & 4 T/T	$4.18
LARGE TRIDENT TURBINE 3”	..8568-012	WASHER .281 .625 .045 316	$0.50
LARGE TRIDENT TURBINE 3”	..9482-003	COVER ASSEMBLY 3 T/T SEBILOY	$1,118.14
LARGE TRIDENT TURBINE 3”	..9484-006	DRIVE SLEEVE 3 T/T	$9.82
LARGE TRIDENT TURBINE 3”	..9485-001	DRIVE ASSEMBLY 3 T/T & F/H	$15.00
LARGE TRIDENT TURBINE 3”	..9576-001	OUTLET ASSEMBLY 3 T/T & T/F	$452.42
LARGE TRIDENT TURBINE 3”	..9655-001	INLET ASSEMBLY 3 T/T & T/F	$229.26
LARGE TRIDENT TURBINE 3”	.11097-200	CALIBRATION VANE ASSEMBLY 3 T/T	$59.58
LARGE TRIDENT TURBINE 3”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRIDENT TURBINE 4”	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
LARGE TRIDENT TURBINE 4”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE TRIDENT TURBINE 4”	..8568-012	WASHER .281 .625 .045 316	$0.50
LARGE TRIDENT TURBINE 4”	..9484-007	DRIVE SLEEVE 4 T/T	$8.86
LARGE TRIDENT TURBINE 4”	..9485-002	DRIVE ASSEMBLY 4 T/T	$20.62
LARGE TRIDENT TURBINE 4”	..9576-002	OUTLET ASSEMBLY 4 T/T & T/F	$474.96
LARGE TRIDENT TURBINE 4”	..9655-002	INLET ASSEMBLY 4 T/T & T/F	$257.60
LARGE TRIDENT TURBINE 4”	.11097-300	CALIBRATION VANE ASSEMBLY 4 T/T	$61.00
LARGE TRIDENT TURBINE 4”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRIDENT TURBINE 6”	..8329-206	BOLT 3/8-16 3/4 LG SST HEX HD	$1.28
LARGE TRIDENT TURBINE 6”	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE TRIDENT TURBINE 6”	..8341-203	GASKET, M/C 6 T/T	$6.20
LARGE TRIDENT TURBINE 6”	..9484-003	DRIVE SLEEVE 6 T/T	$12.56
LARGE TRIDENT TURBINE 6”	..9485-003	DRIVE ASSEMBLY 6 T/T & 4 T/F	$16.92
LARGE TRIDENT TURBINE 6”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRIDENT TURBINE 8”	..8329-422	BOLT 1/2-13 7/8 LG SST HEX 316	$17.70
LARGE TRIDENT TURBINE 8”	..8341-205	GASKET, M/C 8 T/T	$9.66
LARGE TRIDENT TURBINE 8”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRIDENT TURBINE 10”	..8329-427	BOLT 1/2-13 2 1/4 LG SST HEX 316	$5.80
LARGE TRIDENT TURBINE 10”	..8341-205	GASKET, M/C 8 T/T	$9.66
LARGE TRIDENT TURBINE 10”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20

Description	Part Number	Part Description	List Price
LARGE FIRE SERVICE 3"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE FIRE SERVICE 3"	..8307-011	BOLT HEX 5/8-11 2 1/4 ZINC PL	$3.86
LARGE FIRE SERVICE 3"	..8316-270	O-RING 1/8 DIA 4 ID	$3.86
LARGE FIRE SERVICE 3"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE FIRE SERVICE 3"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE FIRE SERVICE 3"	.60707-003	GASKET 3 ROUND FLANGE	$10.16
LARGE FIRE SERVICE 4"	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE FIRE SERVICE 4"	..8316-271	O-RING 1/8 DIA 5 7/8 ID	$6.94
LARGE FIRE SERVICE 4"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE FIRE SERVICE 4"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE FIRE SERVICE 4"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE FIRE SERVICE 4"	.60707-004	GASKET 4 ROUND FLANGE	$12.88
LARGE FIRE SERVICE 6"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE FIRE SERVICE 6"	..8307-013	BOLT HEX 3/4-10 3 1/4 ZINC PL	$7.26
LARGE FIRE SERVICE 6"	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE FIRE SERVICE 6"	..8316-311	O-RING 3/16 DIA 15 ID	$40.74
LARGE FIRE SERVICE 6"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE FIRE SERVICE 6"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE FIRE SERVICE 6"	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE FIRE SERVICE 8"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE FIRE SERVICE 8"	..8316-309	O-RING 3/16 DIA 19 ID	$71.48
LARGE FIRE SERVICE 8"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE FIRE SERVICE 8"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE FIRE SERVICE 8"	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE FIRE SERVICE 10"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE FIRE SERVICE 10"	..8316-310	O-RING 3/16 DIA 21 ID	$68.44
LARGE FIRE SERVICE 10"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
FIRE HYDRANT METER 3"	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
FIRE HYDRANT METER 3"	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
FIRE HYDRANT METER 3"	..8340-029	GASKET 2.475 X 3.180 X .250	$4.84
FIRE HYDRANT METER 3"	..8341-304	GASKET, MAINCASE 3 & 4 T/T	$4.18
FIRE HYDRANT METER 3"	..8368-011	GATE VALVE 2	$281.76
FIRE HYDRANT METER 3"	..8568-012	WASHER .281 .625 .045 316	$0.50
FIRE HYDRANT METER 3"	..9482-003	COVER ASSEMBLY 3 T/T SEBILOY	$1,118.14
FIRE HYDRANT METER 3"	..9484-006	DRIVE SLEEVE 3 T/T	$9.82
FIRE HYDRANT METER 3"	..9485-001	DRIVE ASSEMBLY 3 T/T & F/H	$15.00
FIRE HYDRANT METER 3"	..9630-002	BODY 3 F/H 2.22 DIA COATED	$474.30
FIRE HYDRANT METER 3"	..9631-002	COUPLING ASSEMBLY 3 F/H W/STR	$294.30
FIRE HYDRANT METER 3"	..9634-003	OUTLET NIPPLE 3 F/H 2 1/2 X 2	$144.26

Description	Part Number	Part Description	List Price
FIRE HYDRANT METER 3”	..9639-104	COVER, M/C 3 & 4 T/T MACH SEBILOY	$261.96
FIRE HYDRANT METER 3”	.11097-200	CALIBRATION VANE ASSEMBLY 3 T/T	$59.58
FIRE HYDRANT METER 3”	.12163-000	BRACKET/HANDLE ASSEMBLY 3 F/H	$107.08
FIRE HYDRANT METER 3”	.53114-002	STRAINER ELEMENT 3 SST	$40.26
FIRE HYDRANT METER 3”	.53114-003	STRAINER FIRE HOSE COUPLING ASSEMBLY	$26.84
STRAINERS 1 1/2”	..9605-008	STRAINER KIT 1 1/2	$19.50
STRAINERS 1 1/2”	.53145-000	STRAINER COMPLETE 1 1/2 7 INCH LONG	$662.00
STRAINERS 1 1/2”	.53145-100	STRAINER 1 1/2 COMPLETE DUCTILE IRON 7 INCH	$334.00
STRAINERS 2”	..1321-005	GASKET, OVAL FLANGE 2 DROP	$3.70
STRAINERS 2”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 2”	..9605-001	STRAINER KIT 2	$19.50
STRAINERS 2”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
STRAINERS 2”	.53120-000	STRAINER 2 COMPLETE BRONZE	$662.00
STRAINERS 2”	.53120-600	STRAINER 2 COMPLETE DUCTILE IRON	$334.00
STRAINERS 2”	.53121-001	GASKET 2 STRAINER	$2.58
STRAINERS 2”	.53122-001	STRAINER ELEMENT 2	$51.52
STRAINERS 3”	..8307-011	BOLT HEX 5/8-11 2 1/4 ZINC PL	$3.86
STRAINERS 3”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 3”	..9605-002	STRAINER KIT 3	$22.00
STRAINERS 3”	.11462-001	STRAINER BASKET 3 & 4 NEPTUNE HP	$585.56
STRAINERS 3”	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
STRAINERS 3”	.53107-000	STRAINER 3 COMPLETE BRONZE	$1,176.00
STRAINERS 3”	.53107-600	STRAINER 3 COMPLETE DUCTILE IRON	$594.00
STRAINERS 3”	.53112-001	GASKET 3 STRAINER	$2.58
STRAINERS 3”	.53114-001	STRAINER ELEMENT 3	$82.12
STRAINERS 3”	.53135-000	STRAINER ASSEMBLY 3 HP F/S	$2,620.00
STRAINERS 3”	.60707-003	GASKET 3 ROUND FLANGE	$10.16
STRAINERS 4”	..8307-011	BOLT HEX 5/8-11 2 1/4 ZINC PL	$3.86
STRAINERS 4”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 4”	..9605-003	STRAINER KIT 4	$38.00
STRAINERS 4”	.11462-001	STRAINER BASKET 3 & 4 NEPTUNE HP	$585.56
STRAINERS 4”	.53107-100	STRAINER 4 COMPLETE BRONZE	$2,050.00
STRAINERS 4”	.53107-700	STRAINER 4 COMPLETE DUCTILE IRON	$710.00
STRAINERS 4”	.53113-001	GASKET COVER 4 STRAINER	$6.36
STRAINERS 4”	.53115-001	STRAINER ELEMENT 4	$88.56
STRAINERS 4”	.53135-100	STRAINER ASSEMBLY 4 HP F/S	$2,640.00
STRAINERS 4”	.60707-004	GASKET 4 ROUND FLANGE	$12.88
STRAINERS 6”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
STRAINERS 6”	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54

Description	Part Number	Part Description	List Price
STRAINERS 6"	..9605-004	STRAINER KIT 6	$96.00
STRAINERS 6"	.11462-002	STRAINER BASKET 6 NEPTUNE HP	$731.90
STRAINERS 6"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
STRAINERS 6"	.52000-201	STRAINER 6 COMPLETE BRONZE	$3,092.00
STRAINERS 6"	.52000-601	STRAINER 6 COMPLETE DUCTILE IRON	$1,210.00
STRAINERS 6"	.52028-001	GASKET COVER 6 STRAINER	$7.96
STRAINERS 6"	.52030-001	STRAINER ELEMENT 6	$378.36
STRAINERS 6"	.53135-200	STRAINER ASSEMBLY 6 HP F/S	$3,790.00
STRAINERS 6"	.60707-006	GASKET 6 ROUND FLANGE	$14.50
STRAINERS 8"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
STRAINERS 8"	..8307-013	BOLT HEX 3/4-10 3 1/4 ZINC PL	$7.26
STRAINERS 8"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 8"	..9605-005	STRAINER KIT 8	$116.00
STRAINERS 8"	.11462-003	STRAINER BASKET 8 NEPTUNE HP	$968.10
STRAINERS 8"	.52000-304	STRAINER 8 COMPLETE BRONZE	$5,192.00
STRAINERS 8"	.52000-704	STRAINER 8 COMPLETE DUCTILE IRON	$2,750.00
STRAINERS 8"	.52029-001	GASKET COVER 8 STRAINER	$9.58
STRAINERS 8"	.52031-001	STRAINER ELEMENT 8	$539.36
STRAINERS 8"	.53135-300	STRAINER ASSEMBLY 8 HP F/S	$4,920.00
STRAINERS 8"	.60707-008	GASKET 8 ROUND FLANGE	$15.78
STRAINERS 10"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
STRAINERS 10"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 10"	..8545-419	NUT 7/8-9 HEX DOUBLE CHAMFER ZINC PLATED	$2.74
STRAINERS 10"	..9605-006	STRAINER KIT 10	$162.00
STRAINERS 10"	.11462-004	STRAINER BASKET 10 NEPTUNE HP	$1,632.06
STRAINERS 10"	.52000-402	STRAINER 10 COMPLETE BRONZE	$8,120.00
STRAINERS 10"	.52000-802	STRAINER 10 COMPLETE DUCTILE IRON	$4,102.00
STRAINERS 10"	.52029-002	GASKET COVER 10 STRAINER	$16.00
STRAINERS 10"	.52031-002	STRAINER ELEMENT 10	$845.25
STRAINERS 10"	.53107-600	STRAINER 3 COMPLETE DUCTILE IRON	$594.00
STRAINERS 10"	.53135-400	STRAINER ASSEMBLY 10 HP F/S	$6,340.00
STRAINERS 12"	.53134-411	STRAINER BODY 10 HP F/S W/12 FLANGE	$9,480.00
UMEs 1 1/2" & 2"	..9700-005	UME 1 1/2 & 2 HPT E-CODER)R900*i* V4 PIT C/F	$680.00
UMEs 1 1/2" & 2"	..9700-006	UME 1 1/2 & 2 HPT E-CODER)R900*i* V4 PIT GAL	$680.00
UMEs 1 1/2" & 2"	..9700-019	UME 1 1/2 & 2 HPT E-CODER PIT C/F	$500.00
UMEs 1 1/2" & 2"	..9700-029	UME 1 1/2 & 2 HPT E-CODER PIT GAL	$500.00
UMEs 1 1/2" & 2"	..9700-049	UME 1 1/2 & 2 HPT E-CODER PIT M3	$500.00
UMEs 1 1/2" & 2"	..9730-011	UME 2 HP T/F E-CODER PIT C/F	$1,000.00
UMEs 1 1/2" & 2"	..9730-021	UME 2 HP T/F E-CODER PIT GAL	$1,000.00
UMEs 1 1/2" & 2"	..9730-053	UME 2 HP T/F E-CODER)R900*i* V4 PIT C/F	$1,360.00

Description	Part Number	Part Description	List Price
UMEs 1 1/2" & 2"	..9730-063	UME 2 HP T/F E-CODER)R900*i* V4 PIT GAL	$1,360.00
UMEs 1 1/2" & 2"	.13761-001	UME 1 1/2 & 2 HPT PROCODER SA PIT C/F	$500.00
UMEs 1 1/2" & 2"	.13761-003	UME 1 1/2 & 2 HPT PROCODER)R900*i* V4 PIT C/F	$680.00
UMEs 1 1/2" & 2"	.13761-006	UME 1 1/2 & 2 HPT PROCODER)TC PIT C/F	$550.00
UMEs 1 1/2" & 2"	.13761-021	UME 1 1/2 & 2 HPT PROCODER SA PIT GAL	$500.00
UMEs 1 1/2" & 2"	.13761-023	UME 1 1/2 & 2 HPT PROCODER)R900*i* V4 PIT GAL	$680.00
UMEs 1 1/2" & 2"	.13761-026	UME 1 1/2 & 2 HPT PROCODER)TC PIT GAL	$550.00
UMEs 1 1/2" & 2"	.13766-001	UME 2 HP TRU/FLO W/T-10 PROCODER SA PIT C/F	$1,000.00
UMEs 1 1/2" & 2"	.13766-003	UME 2 HP TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT C/F	$1,360.00
UMEs 1 1/2" & 2"	.13766-006	UME 2 HP TRU/FLO W/T-10 PROCODER)TC PIT C/F	$1,050.00
UMEs 1 1/2" & 2"	.13766-021	UME 2 HP TRU/FLO W/T-10 PROCODER SA PIT GAL	$1,000.00
UMEs 1 1/2" & 2"	.13766-023	UME 2 HP TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT GAL	$1,360.00
UMEs 1 1/2" & 2"	.13766-026	UME 2 HP TRU/FLO W/T-10 PROCODER)TC PIT GAL	$1,050.00
UMEs 3"	..9596-119	UME 3 T/F W/T-10 E-CODER PIT C/F	$1,500.00
UMEs 3"	..9596-129	UME 3 T/F W/T-10 E-CODER PIT GAL	$1,500.00
UMEs 3"	..9596-149	UME 3 T/F W/T-10 E-CODER PIT M3	$1,500.00
UMEs 3"	..9596-152	UME 3 T/F W/T-10 E-CODER)R900*i* V4 PIT C/F	$1,860.00
UMEs 3"	..9596-162	UME 3 T/F W/T-10 E-CODER)R900*i* V4 PIT GAL	$1,860.00
UMEs 3"	..9596-182	UME 3 T/F W/T-10 E-CODER)R900*i* V4 PIT M3	$1,860.00
UMEs 3"	..9600-101	UME 3 F/H D/R C/F	$750.00
UMEs 3"	..9600-107	UME 3 T/T E-CODER PIT C/F	$750.00
UMEs 3"	..9600-108	UME 3 T/T E-CODER)R900*i* v4 PIT C/F	$930.00
UMEs 3"	..9600-201	UME 3 F/H D/R GAL	$750.00
UMEs 3"	..9600-207	UME 3 T/T E-CODER PIT GAL	$750.00
UMEs 3"	..9600-208	UME 3 T/T E-CODER)R900*i* v4 PIT GAL	$930.00
UMEs 3"	..9700-105	UME 3 HPT E-CODER)R900*i* V4 PIT C/F	$930.00
UMEs 3"	..9700-106	UME 3 HPT E-CODER)R900*i* V4 PIT GAL	$930.00
UMEs 3"	..9700-119	UME 3 HPT E-CODER PIT C/F	$750.00
UMEs 3"	..9700-129	UME 3 HPT E-CODER PIT GAL	$750.00
UMEs 3"	..9722-119	UME 3 HP F/S E-CODER PIT C/F	$750.00
UMEs 3"	.13759-101	UME 3 TRU/FLO W/T-10 PROCODER SA PIT C/F	$1,500.00
UMEs 3"	.13759-103	UME 3 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT C/F	$1,860.00
UMEs 3"	.13759-106	UME 3 TRU/FLO W/T-10 PROCODER)TC PIT C/F	$1,600.00
UMEs 3"	.13759-121	UME 3 TRU/FLO W/T-10 PROCODER SA PIT GAL	$1,500.00
UMEs 3"	.13759-123	UME 3 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT GAL	$1,860.00
UMEs 3"	.13759-126	UME 3 TRU/FLO W/T-10 PROCODER)TC PIT GAL	$1,600.00
UMEs 3"	.13761-101	UME 3 HPT PROCODER SA PIT C/F	$750.00
UMEs 3"	.13761-103	UME 3 HPT PROCODER)R900*i* V4 PIT C/F	$930.00
UMEs 3"	.13761-106	UME 3 HPT PROCODER)TC PIT C/F	$800.00
UMEs 3"	.13761-121	UME 3 HPT PROCODER SA PIT GAL	$750.00
UMEs 3"	.13761-123	UME 3 HPT PROCODER)R900*i* V4 PIT GAL	$930.00
UMEs 3"	.13761-126	UME 3 HPT PROCODER)TC PIT GAL	$800.00
UMEs 3"	.13762-101	UME 3 HP F/S PROCODER SA PIT C/F	$750.00

Description	Part Number	Part Description	List Price
UMEs 3"	.13762-103	UME 3 HP F/S PROCODER)R900*i* V4 PIT C/F	$930.00
UMEs 3"	.13762-106	UME 3 HP F/S PROCODER)TC PIT C/F	$800.00
UMEs 3"	.13762-121	UME 3 HP F/S PROCODER SA PIT GAL	$750.00
UMEs 3"	.13762-123	UME 3 HP F/S PROCODER)R900*i* V4 PIT GAL	$930.00
UMEs 3"	.13762-126	UME 3 HP F/S PROCODER)TC PIT GAL	$800.00
UMEs 4"	..9596-219	UME 4 T/F W/T-10 E-CODER PIT C/F	$2,000.00
UMEs 4"	..9596-229	UME 4 T/F W/T-10 E-CODER PIT GAL	$2,000.00
UMEs 4"	..9596-249	UME 4 T/F W/T-10 E-CODER PIT M3	$2,000.00
UMEs 4"	..9596-252	UME 4 T/F W/T-10 E-CODER)R900*i* V4 PIT C/F	$2,360.00
UMEs 4"	..9596-262	UME 4 T/F W/T-10 E-CODER)R900*i* V4 PIT GAL	$2,360.00
UMEs 4"	..9596-282	UME 4 T/F W/T-10 E-CODER)R900*i* V4 PIT M3	$2,360.00
UMEs 4"	..9700-205	UME 4 HPT E-CODER)R900*i* V4 PIT C/F	$1,180.00
UMEs 4"	..9700-206	UME 4 HPT E-CODER)R900*i* V4 PIT GAL	$1,180.00
UMEs 4"	..9700-219	UME 4 HPT E-CODER PIT C/F	$1,000.00
UMEs 4"	..9700-229	UME 4 HPT E-CODER PIT GAL	$1,000.00
UMEs 4"	..9719-310	UME 4 HP PROTECTUS III E-CODER PIT C/F	$2,000.00
UMEs 4"	..9719-343	UME 4 HP PROTECTUS III E-CODER)R900*i* V4 PIT GAL	$2,360.00
UMEs 4"	..9719-353	UME 4 HP PROTECTUS III E-CODER)R900*i* V4 PIT C/F	$2,360.00
UMEs 4"	..9722-219	UME 4 HP F/S E-CODER PIT C/F	$1,000.00
UMEs 4"	.13759-201	UME 4 TRU/FLO W/T-10 PROCODER SA PIT C/F	$2,000.00
UMEs 4"	.13759-203	UME 4 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT C/F	$2,360.00
UMEs 4"	.13759-206	UME 4 TRU/FLO W/T-10 PROCODER)TC PIT C/F	$2,100.00
UMEs 4"	.13759-221	UME 4 TRU/FLO W/T-10 PROCODER SA PIT GAL	$2,000.00
UMEs 4"	.13759-223	UME 4 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT GAL	$2,360.00
UMEs 4"	.13759-226	UME 4 TRU/FLO W/T-10 PROCODER)TC PIT GAL	$2,100.00
UMEs 4"	.13761-201	UME 4 HPT PROCODER SA PIT C/F	$1,000.00
UMEs 4"	.13761-203	UME 4 HPT PROCODER)R900*i* V4 PIT C/F	$1,180.00
UMEs 4"	.13761-206	UME 4 HPT PROCODER)TC PIT C/F	$1,050.00
UMEs 4"	.13761-221	UME 4 HPT PROCODER SA PIT GAL	$1,000.00
UMEs 4"	.13761-223	UME 4 HPT PROCODER)R900*i* V4 PIT GAL	$1,180.00
UMEs 4"	.13761-226	UME 4 HPT PROCODER)TC PIT GAL	$1,050.00
UMEs 4"	.13762-201	UME 4 HP F/S PROCODER SA PIT C/F	$1,000.00
UMEs 4"	.13762-203	UME 4 HP F/S PROCODER)R900*i* V4 PIT C/F	$1,180.00
UMEs 4"	.13762-206	UME 4 HP F/S PROCODER)TC PIT C/F	$1,050.00
UMEs 4"	.13762-221	UME 4 HP F/S PROCODER SA PIT C/F	$1,000.00
UMEs 4"	.13762-223	UME 4 HP F/S PROCODER)R900*i* V4 PIT GAL	$1,180.00
UMEs 4"	.13762-226	UME 4 HP F/S PROCODER)TC PIT GAL	$1,050.00
UMEs 4"	.13763-201	UME 4 HP PROTECTUS III PROCODER SA PIT C/F	$2,000.00
UMEs 4"	.13763-203	UME 4 HP PROTECTUS III PROCODER)R900*i* V4 PIT C/F	$2,360.00
UMEs 4"	.13763-206	UME 4 HP PROTECTUS III PROCODER)TC PIT C/F	$2,100.00
UMEs 4"	.13763-221	UME 4 HP PROTECTUS III PROCODER SA PIT GAL	$2,000.00
UMEs 4"	.13763-223	UME 4 HP PROTECTUS III PROCODER)R900*i* V4 PIT GAL	$2,360.00
UMEs 4"	.13763-226	UME 4 HP PROTECTUS III PROCODER)TC PIT GAL	$2,100.00

Description	Part Number	Part Description	List Price
UMEs 6"	..9596-319	UME 6 T/F W/T-10 E-CODER PIT C/F	$3,000.00
UMEs 6"	..9596-329	UME 6 T/F W/T-10 E-CODER PIT GAL	$3,000.00
UMEs 6"	..9596-349	UME 6 T/F W/T-10 E-CODER PIT M3	$3,000.00
UMEs 6"	..9596-352	UME 6 T/F W/T-10 E-CODER)R900*i* V4 PIT C/F	$3,360.00
UMEs 6"	..9596-362	UME 6 T/F W/T-10 E-CODER)R900*i* V4 PIT GAL	$3,360.00
UMEs 6"	..9596-382	UME 6 T/F W/T-10 E-CODER)R900*i* V4 PIT M3	$3,360.00
UMEs 6"	..9700-305	UME 6 HPT E-CODER)R900*i* V4 PIT C/F	$1,680.00
UMEs 6"	..9700-306	UME 6 HPT E-CODER)R900*i* V4 PIT GAL	$1,680.00
UMEs 6"	..9700-319	UME 6 HPT E-CODER PIT C/F	$1,500.00
UMEs 6"	..9700-329	UME 6 HPT E-CODER PIT GAL	$1,500.00
UMEs 6"	..9719-400	UME 6 HP PROTECTUS III E-CODER PIT GAL	$3,000.00
UMEs 6"	..9719-410	UME 6 HP PROTECTUS III E-CODER PIT C/F	$3,000.00
UMEs 6"	..9719-443	UME 6 HP PROTECTUS III E-CODER)R900*i* V4 PIT GAL	$3,360.00
UMEs 6"	..9719-453	UME 6 HP PROTECTUS III E-CODER)R900*i* V4 PIT C/F	$3,360.00
UMEs 6"	..9722-319	UME 6 HP F/S E-CODER PIT C/F	$1,500.00
UMEs 6"	.13759-301	UME 6 TRU/FLO W/T-10 PROCODER SA PIT C/F	$3,000.00
UMEs 6"	.13759-303	UME 6 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT C/F	$3,360.00
UMEs 6"	.13759-306	UME 6 TRU/FLO W/T-10 PROCODER)TC PIT C/F	$3,100.00
UMEs 6"	.13759-321	UME 6 TRU/FLO W/T-10 PROCODER SA PIT GAL	$3,000.00
UMEs 6"	.13759-323	UME 6 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT GAL	$3,360.00
UMEs 6"	.13759-326	UME 6 TRU/FLO W/T-10 PROCODER)TC PIT GAL	$3,100.00
UMEs 6"	.13761-301	UME 6 HPT PROCODER SA PIT C/F	$1,500.00
UMEs 6"	.13761-303	UME 6 HPT PROCODER)R900*i* V4 PIT C/F	$1,680.00
UMEs 6"	.13761-306	UME 6 HPT PROCODER)TC PIT C/F	$1,550.00
UMEs 6"	.13761-321	UME 6 HPT PROCODER SA PIT GAL	$1,500.00
UMEs 6"	.13761-323	UME 6 HPT PROCODER)R900*i* V4 PIT GAL	$1,680.00
UMEs 6"	.13761-326	UME 6 HPT PROCODER)TC PIT GAL	$1,550.00
UMEs 6"	.13762-301	UME 6 HP F/S PROCODER SA PIT C/F	$1,500.00
UMEs 6"	.13762-303	UME 6 HP F/S PROCODER)R900*i* V4 PIT C/F	$1,680.00
UMEs 6"	.13762-306	UME 6 HP F/S PROCODER)TC PIT C/F	$1,550.00
UMEs 6"	.13762-321	UME 6 HP F/S PROCODER SA PIT GAL	$1,500.00
UMEs 6"	.13762-323	UME 6 HP F/S PROCODER)R900*i* V4 PIT GAL	$1,680.00
UMEs 6"	.13762-326	UME 6 HP F/S PROCODER)TC PIT GAL	$1,550.00
UMEs 6"	.13763-301	UME 6 HP PROTECTUS III PROCODER SA PIT C/F	$3,000.00
UMEs 6"	.13763-303	UME 6 HP PROTECTUS III PROCODER)R900*i* V4 PIT C/F	$3,360.00
UMEs 6"	.13763-306	UME 6 HP PROTECTUS III PROCODER)TC PIT C/F	$3,100.00
UMEs 6"	.13763-321	UME 6 HP PROTECTUS III PROCODER SA PIT GAL	$3,000.00
UMEs 6"	.13763-323	UME 6 HP PROTECTUS III PROCODER)R900*i* V4 PIT GAL	$3,360.00
UMEs 6"	.13763-326	UME 6 HP PROTECTUS III PROCODER)TC PIT GAL	$3,100.00
UMEs 8"	..9700-405	UME 8 HPT E-CODER)R900*i* V4 PIT C/F	$2,180.00
UMEs 8"	..9700-406	UME 8 HPT E-CODER)R900*i* V4 PIT GAL	$2,180.00
UMEs 8"	..9700-419	UME 8 HPT E-CODER PIT C/F	$2,000.00
UMEs 8"	..9700-429	UME 8 HPT E-CODER PIT GAL	$2,000.00

Description	Part Number	Part Description	List Price
UMEs 8"	..9719-500	UME 8 HP PROTECTUS III E-CODER PIT GAL	$4,000.00
UMEs 8"	..9719-510	UME 8 HP PROTECTUS III E-CODER PIT C/F	$4,000.00
UMEs 8"	..9719-543	UME 8 HP PROTECTUS III E-CODER)R900*i* V4 PIT GAL	$4,360.00
UMEs 8"	..9719-553	UME 8 HP PROTECTUS III E-CODER)R900*i* V4 PIT C/F	$4,360.00
UMEs 8"	..9722-419	UME 8 HP F/S E-CODER PIT C/F	$2,000.00
UMEs 8"	.13761-401	UME 8 HPT PROCODER SA PIT C/F	$2,000.00
UMEs 8"	.13761-403	UME 8 HPT PROCODER)R900*i* V4 PIT C/F	$2,180.00
UMEs 8"	.13761-406	UME 8 HPT PROCODER)TC PIT C/F	$2,050.00
UMEs 8"	.13761-421	UME 8 HPT PROCODER SA PIT GAL	$2,000.00
UMEs 8"	.13761-423	UME 8 HPT PROCODER)R900*i* V4 PIT GAL	$2,180.00
UMEs 8"	.13761-426	UME 8 HPT PROCODER)TC PIT GAL	$2,050.00
UMEs 8"	.13762-401	UME 8 HP F/S PROCODER SA PIT C/F	$2,000.00
UMEs 8"	.13762-403	UME 8 HP F/S PROCODER)R900*i* V4 C/F	$2,180.00
UMEs 8"	.13762-406	UME 8 HP F/S PROCODER)TC PIT C/F	$2,050.00
UMEs 8"	.13762-421	UME 8 HP F/S PROCODER SA PIT GAL	$2,000.00
UMEs 8"	.13762-423	UME 8 HP F/S PROCODER)R900*i* V4 PIT GAL	$2,180.00
UMEs 8"	.13762-426	UME 8 HP F/S PROCODER)TC PIT GAL	$2,050.00
UMEs 8"	.13763-401	UME 8 HP PROTECTUS III PROCODER SA PIT C/F	$4,000.00
UMEs 8"	.13763-403	UME 8 HP PROTECTUS III PROCODER)R900*i* V4 PIT C/F	$4,360.00
UMEs 8"	.13763-406	UME 8 HP PROTECTUS III PROCODER)TC PIT C/F	$4,100.00
UMEs 8"	.13763-421	UME 8 HP PROTECTUS III PROCODER SA PIT GAL	$4,000.00
UMEs 8"	.13763-423	UME 8 HP PROTECTUS III PROCODER)R900*i* V4 PIT GAL	$4,360.00
UMEs 8"	.13763-426	UME 8 HP PROTECTUS III PROCODER)TC PIT GAL	$4,100.00
UMEs 10"	..9700-505	UME 10 HPT E-CODER)R900*i* V4 PIT C/F	$2,680.00
UMEs 10"	..9700-506	UME 10 HPT E-CODER)R900*i* V4 PIT GAL	$2,680.00
UMEs 10"	..9700-519	UME 10 HPT E-CODER PIT C/F	$2,500.00
UMEs 10"	..9700-529	UME 10 HPT E-CODER PIT GAL	$2,500.00
UMEs 10"	..9719-600	UME 10 HP PROTECTUS III E-CODER PIT GAL	$5,000.00
UMEs 10"	..9719-610	UME 10 HP PROTECTUS III E-CODER PIT C/F	$5,000.00
UMEs 10"	..9719-618	UME 10 HP PROTECTUS III PROREAD PIT C/F 2BD	$5,000.00
UMEs 10"	..9719-653	UME 10 HP PROTECTUS III E-CODER)R900*i* V4 PIT C/F	$5,360.00
UMEs 10"	..9722-519	UME 10 HP F/S E-CODER PIT C/F	$2,500.00
UMEs 10"	.13761-501	UME 10 HPT PROCODER SA PIT C/F	$2,500.00
UMEs 10"	.13761-503	UME 10 HPT PROCODER)R900*i* V4 C/F	$2,680.00
UMEs 10"	.13761-506	UME 10 HPT PROCODER)TC PIT C/F	$2,550.00
UMEs 10"	.13761-521	UME 10 HPT PROCODER SA PIT GAL	$2,500.00
UMEs 10"	.13761-523	UME 10 HPT PROCODER)R900*i* V4 PIT GAL	$2,680.00
UMEs 10"	.13761-526	UME 10 HPT PROCODER)TC PIT GAL	$2,550.00
UMEs 10"	.13762-501	UME 10 HP F/S PROCODER SA PIT C/F	$2,500.00
UMEs 10"	.13762-503	UME 10 HP F/S PROCODER)R900*i* V4 PIT C/F	$2,680.00
UMEs 10"	.13762-506	UME 10 HP F/S PROCODER)TC PIT C/F	$2,550.00
UMEs 10"	.13762-521	UME 10 HP F/S PROCODER SA PIT GAL	$2,500.00
UMEs 10"	.13762-523	UME 10 HP F/S PROCODER)R900*i* V4 PIT GAL	$2,680.00

Description	Part Number	Part Description	List Price
UMEs 10"	.13762-526	UME 10 HP F/S PROCODER)TC PIT GAL	$2,550.00
UMEs 10"	.13763-501	UME 10 HP PROTECTUS III PROCODER SA PIT C/F	$5,000.00
UMEs 10"	.13763-503	UME 10 HP PROTECTUS III PROCODER)R900*i* V4 PIT C/F	$5,360.00
UMEs 10"	.13763-506	UME 10 HP PROTECTUS III PROCODER)TC PIT C/F	$5,100.00
UMEs 10"	.13763-521	UME 10 HP PROTECTUS III PROCODER SA PIT GAL	$5,000.00
UMEs 10"	.13763-523	UME 10 HP PROTECTUS III PROCODER)R900*i* V4 PIT GAL	$5,360.00
UMEs 10"	.13763-526	UME 10 HP PROTECTUS III PROCODER)TC PIT GAL	$5,100.00
LARGE METER ACCESSORIES	..9656-236	MAKEUP-SPACER 3 CUST 5 3/4 COAT	$622.10
LARGE METER ACCESSORIES	..9656-237	MAKEUP-SPACER 4 CUST 7 1/4 COAT	$658.66
LARGE METER ACCESSORIES	..9656-241	MAKEUP-SPACER 6 CUST 8 3/4 COAT	$951.36
LARGE METER ACCESSORIES	..9656-242	MAKEUP-SPACER 6 CUST 2 3/4 COAT	$966.00
LARGE METER ACCESSORIES	..9656-506	SPACER ASSEMBLY 2 W/TEST PLUG SEBILOY	$259.00
LARGE METER ACCESSORIES	..9656-507	SPACER MAKEUP 2 FINAL MACH SEBILOY	$245.00
LARGE METER ACCESSORIES	..9656-508	SPACER ASSEMBLY 1 1/2 W/TEST PLUG SEBILOY	$287.00
LARGE METER ACCESSORIES	.12255-011	COVER REPAIR KIT 4	$756.00
LARGE METER ACCESSORIES	.12255-012	COVER REPAIR KIT 6	$1,134.00
LARGE METER ACCESSORIES	.12255-013	COVER REPAIR KIT 8	$1,512.00
LARGE METER ACCESSORIES	.12255-014	COVER REPAIR KIT 10	$1,890.00
LARGE METER ACCESSORIES	.12255-020	COVER REPAIR KIT 2 HPT	$400.00
LARGE METER ACCESSORIES	.13028-000	EPOXY REPAIR KIT W/APPLICATOR GUN COMPLETE	$1,350.00
LARGE METER ACCESSORIES	.13028-001	EPOXY REPAIR KIT WATTS	$294.00
LARGE METER ACCESSORIES	.13028-002	EPOXY APPLICATOR GUN WATTS	$760.00
LARGE METER ACCESSORIES	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE METER ACCESSORIES	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE METER ACCESSORIES	.60705-101	FLANGE KIT 1 1/2 BRZ ELECTRO	$78.00
LARGE METER ACCESSORIES	.60705-201	FLANGE KIT 2 BRZ ELECTRO	$98.00
LARGE METER ACCESSORIES	.60705-300	FLANGE KIT 3 C/I ELECTRO	$124.00
LARGE METER ACCESSORIES	.60705-301	FLANGE KIT 3 BRZ ELECTRO	$378.00
LARGE METER ACCESSORIES	.60705-400	FLANGE KIT 4 C/I ELECTRO	$190.00
LARGE METER ACCESSORIES	.60705-401	FLANGE KIT 4 BRZ ELECTRO	$526.00
LARGE METER ACCESSORIES	.60705-600	FLANGE KIT 6 C/I ELECTRO	$270.00
LARGE METER ACCESSORIES	.60705-601	FLANGE KIT 6 BRZ ELECTRO	$840.00
LARGE METER ACCESSORIES	.60705-800	FLANGE KIT 8 C/I ELECTRO	$494.00
LARGE METER ACCESSORIES	.60705-900	FLANGE KIT 10 C/I ELECTRO	$976.00
LARGE METER ACCESSORIES	.60707-003	GASKET 3 ROUND FLANGE	$10.16
LARGE METER ACCESSORIES	.60707-004	GASKET 4 ROUND FLANGE	$12.88
LARGE METER ACCESSORIES	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE METER ACCESSORIES	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE METER ACCESSORIES	.60707-010	GASKET 10 ROUND FLANGE	$40.26
LARGE METER ACCESSORIES	.60709-001	GASKET 1 1/2 FLANGE-OVAL	$4.50
LARGE METER ACCESSORIES	.60709-002	GASKET 2 FLANGE-OVAL	$5.64

Description	Part Number	Part Description	List Price
READING SYSTEMS MIU	..5500-158	CRIMPING TOOL	$30.00
READING SYSTEMS MIU	..6431-352	CABLE- 3 WIRE 1000 FT METAL R	$246.00
READING SYSTEMS MIU	..8138-125	CONNECTOR, SPLICING SCOTCHLOK	$0.90
READING SYSTEMS MIU	..8138-192	CONNECTOR SPLICING SCOTCHLOK 2 WIRE	$1.20
READING SYSTEMS MIU	..8328-042	SCREW SELF-TAP 4-24 3/8 LG SST	$0.22
READING SYSTEMS MIU	..8328-302	HI LO FASTENER 8-18 3/8 LONG	$0.48
READING SYSTEMS MIU	..8340-054	GASKET .594 X 1.155 X.120 SANTOPR	$3.14
READING SYSTEMS MIU	..8401-501	SCREW 4-40 3/16 LG TRUSS HD	$0.22
READING SYSTEMS MIU	.12213-300	BATTERY PACK ASSEMBLY POTTED E-CODER)R900*i* INSIDE	$45.08
READING SYSTEMS MIU	.12222-001	NUT MOLDED PROREAD PIT REC & R900 V2	$2.00
READING SYSTEMS MIU	.12287-001	MAGNET ACTIVATION DEVICE R900 WALL MIU	$15.40
READING SYSTEMS MIU	.12482-002	INSTALLATION KIT PIT APPLICATIONS	$4.80
READING SYSTEMS MIU	.12482-003	INSTALLATION KIT PIT APP LARGE CAPACITY	$9.30
READING SYSTEMS MIU	.12527-100	ANTENNA ASSEMBLY (SHORT TUBE) R900 V2 &V3 PIT MIU	$57.56
READING SYSTEMS MIU	.12539-001	MOUNTING ADAPTER R900 V2 WALL MIU	$11.48
READING SYSTEMS MIU	.12596-001	MIU REGISTER ADAPTER R900 V3	$9.00
READING SYSTEMS MIU	.12596-002	MIU REGISTER ADAPTER R900 V2 & V3 E-C/P/R PIT	$9.00
READING SYSTEMS MIU	.12643-001	SPLICE TUBE WATERPROOF FOR PIGTAIL CONNECTIONS	$2.16
READING SYSTEMS MIU	.12643-002	SPLICE TUBE WATERPROOF LARGE CAP	$4.00
READING SYSTEMS MIU	.12730-100	BATTERY PACK ASSEMBLY FM R900G	$43.20
READING SYSTEMS MIU	.12737-100	COVER W/GASKET R900G AMERICAN	$8.50
READING SYSTEMS MIU	.12747-002	GASKET AMERICAN BASE METER R900G	$2.10
READING SYSTEMS MIU	.12827-002	GASKET METER BASE R900G SENSUS (HAND PLACED)	$2.10
READING SYSTEMS MIU	.12847-002	GASKET METER BASE R900G ACTARIS (HAND PLACED)	$2.10
READING SYSTEMS MIU	.12851-000	BATTERY PACK ASSEMBLY POTTED R450 PIT/WALL FIXED NETWORK	$45.08
READING SYSTEMS MIU	.12855-600	R450 PIT MIU 6' VER ANTENNA ASSEMBLY NICOR CABLE	$200.00
READING SYSTEMS MIU	.12855-700	R450 PIT MIU 25' VER ANTENNA ASSEMBLY NICOR CABLE	$210.00
READING SYSTEMS MIU	.12986-000	R450 H-GAIN WALL MIU ANTENNA RETROFIT KIT	$50.00
READING SYSTEMS MIU	.13341-200	TRANSMITTER ASSEMBLY COMPLETE R900 V4 WALL MIU	$150.00
READING SYSTEMS MIU	.13442-200	R900 V4 PIT MIU 6' ASSEMBLY COMPLETE	$180.00
READING SYSTEMS MIU	.13442-300	R900 V4 PIT MIU 25' ASSEMBLY COMPLETE	$186.00
READING SYSTEMS MIU	.13442-400	R900 V4 PIT MIU 6' ASSEMBLY COMPLETE FOR P/R PIT R	$180.00
READING SYSTEMS MIU	.13442-500	R900 V4 PIT MIU 25' ASSEMBLY COMPLETE FOR P/R PIT R	$186.00
READING SYSTEMS MIU	.13442-800	R900 V4 PIT MIU ASSEMBLY COMPLETE KROHNE 3PIN	$400.00
READING SYSTEMS MIU	.13443-000	MIU/REGISTER ADAPTER KIT E-CODER V2 & R900 V3/V4	$10.00
READING SYSTEMS MIU	.13645-000	ANTENNA ASSEMBLY AT&T 2' CELLULAR PIT ETHERTRONIC	$105.00
READING SYSTEMS MIU	.13646-000	ANTENNA ASSEMBLY VERIZON CELLULAR PIT ETHERTRONIC	$105.00
READING SYSTEMS MIU	.13676-200	CMIU PIT ASSEMBLY AT&T W/6'	$470.00
READING SYSTEMS MIU	.13676-300	CMIU PIT ASSEMBLY AT&T W/25'	$470.00
READING SYSTEMS MIU	.13676-400	CMIU PIT ASSEMBLY AT&T W/6' FOR PIT REG	$470.00
READING SYSTEMS MIU	.13676-500	CMIU PIT ASSEMBLY AT&T W/25' PIT REG	$470.00
READING SYSTEMS MIU	.13678-200	CMIU PIT ASSEMBLY COMPLETE VERIZON W/6'	$520.00
READING SYSTEMS MIU	.13678-300	CMIU PIT ASSEMBLY COMPLETE VERIZON W/25'	$520.00
READING SYSTEMS MIU	.13678-400	CMIU PIT ASSEMBLY COMPLETE VERIZON W/6' FOR PIT REG	$520.00

Description	Part Number	Part Description	List Price
READING SYSTEMS MIU	.13678-500	CMIU PIT ASSEMBLY COMPLETE VERIZON W/25' FOR PIT REG	$520.00
READING SYSTEMS MIU	.13685-200	CMIU WALL ASSEMBLY COMPLETE VERIZON W/18'	$470.00
READING SYSTEMS MIU	.13685-210	CMIU WALL ASSEMBLY COMPLETE VERIZON W/6'	$470.00
READING SYSTEMS MIU	.13685-220	CMIU WALL ASSEMBLY COMPLETE VERIZON W/25'	$470.00
READING SYSTEMS MIU	.13686-200	CMIU WALL ASSEMBLY COMPLETE AT&T W/18'	$420.00
READING SYSTEMS MIU	.13686-210	CMIU WALL ASSEMBLY COMPLETE AT&T W/6'	$420.00
READING SYSTEMS MIU	.13686-220	CMIU WALL ASSEMBLY COMPLETE AT& T W/25'	$420.00
READING SYSTEMS MIU	.13749-000	ANTENNA ASSEMBLY 2' CABLE R900 LID MOUNT SLIP-ON	$34.00
READING SYSTEMS MIU	.13749-200	ANTENNA ASSEMBLY 6' CABLE R900 LID MOUNT SLIP-ON	$40.00
READING SYSTEMS MIU	.13749-300	ANTENNA ASSEMBLY 20' CABLE R900 LID MOUNT SLIP-ON	$50.00
READING SYSTEMS MIU	.96018-064	DOW CORNING 4 ELEC-INSULATING 5.3 OZ TUBE	$29.60
READING SYSTEMS MIU	.96018-072	NOVAGARD G661 SILICONE, 4CC PACKET	$1.96
READING SYSTEMS PROBES	.10080-604	WALL CHARGER ASSEMBLY ADVANTAGE	$90.00
READING SYSTEMS PROBES	.11992-101	BATTERY PACK ASSEMBLY ADVANTAGE II	$82.00
READING SYSTEMS PROBES	.12110-100	POCKET PROREADER RF SYSTEM	$1,320.00
READING SYSTEMS PROBES	.12517-100	ADVANTAGE II COMPLETE PROBE/BLANK	$1,840.00
READING SYSTEMS PROBES	.12517-300	ADVANTAGE II COMPLETE WAND/BLANK	$2,190.00
READING SYSTEMS FIELD PROGRAMMERS	.13457-000	TRIMBLE PROGRAMMING MOUSE SYSTEM LEVEL	$1,490.00
READING SYSTEMS HANDHELDS	.13143-001	BATTERY LITHIUM ION R900 BLUETOOTH BC RECEIVER	$200.00
READING SYSTEMS HANDHELDS	.13148-001	CHARGER LITHIUM-ION BATTERY PK R900 BLUETOOTH	$200.00
READING SYSTEMS HANDHELDS	.13245-101	RANGER POWER MODULE TRIMBLE RANGER 3 HH ACCESORIES	$600.00
READING SYSTEMS HANDHELDS	.13245-102	RANGER 3 Li-LON BATTERY TRIMBLE HH ACCESSORIES	$460.00
READING SYSTEMS HANDHELDS	.13245-103	RANGER 3 I/O PORT COVERS TRIMBLE HH ACCESSORIES	$50.00
READING SYSTEMS HANDHELDS	.13245-104	RANGER 3 SCREEN PROTECTO TRIMBLE HH ACCESSORIES	$50.00
READING SYSTEMS HANDHELDS	.13245-105	RANGER 3 STD CARRY CASE TRIMBLE HH ACCESSORIES	$100.00
READING SYSTEMS HANDHELDS	.13245-106	RANGER 3 AC CHARGE KIT TRIMBLE HH ACCESSORIES	$250.00
READING SYSTEMS HANDHELDS	.13245-107	RANGER 3 TUFS SPARE BATT TRIMBLE HH ACCESSORIES	$350.00
READING SYSTEMS HANDHELDS	.13245-108	RANGER 3 VEHICLE CHARGER TRIMBLE HH ACCESSORIES	$400.00
READING SYSTEMS HANDHELDS	.13245-109	RANGER RF ANTENNA	$330.00
READING SYSTEMS HANDHELDS	.13245-112	RANGER 3 HANDSTRAP WITH STAINLESS CLIPS	$44.00
READING SYSTEMS HANDHELDS	.13302-100	R900 BLUETOOTH BELT CLIP TRANSCEIVER 3.0 SYSTEM	$4,000.00
READING SYSTEMS HANDHELDS	.13457-000	TRIMBLE PROGRAMMING MOUSE SYSTEM LEVEL	$1,490.00
READING SYSTEMS HANDHELDS	.13461-001	TRIMBLE RANGER 3 CHARGING/COMM CRADLE	$750.00
READING SYSTEMS HANDHELDS	.13462-000	TRIMBLE RANGER 3 HH W/2650i SYSTEM	$11,000.00
READING SYSTEMS MOBILE	.12729-001	CABLE PROTECTOR MLD MOBILE COLLECTORS	$0.80
READING SYSTEMS MOBILE	.13094-001	POWER CABLE 12V AUTOMOBILE MRX920 v2	$250.00
READING SYSTEMS MOBILE	.13100-001	USB CABLE W/SECURE CONN MRX920 V2	$80.00
READING SYSTEMS MOBILE	.13125-001	CARRYING CASE W/SEAT BELT STRAP MRX920 V2	$80.00
READING SYSTEMS MOBILE	.13128-001	VEHICLE POWER SUPPLY 90 WATT	$258.00
READING SYSTEMS MOBILE	.13652-001	USB CABLE, A MALE TO MINI-B, 15'	$10.00

Description	Part Number	Part Description	List Price
READING SYSTEMS MOBILE	.13653-001	ANTENNA, 5dBi OMNI DIRECTION MRX920 V3	$155.00
READING SYSTEMS MOBILE	.13654-002	MAGNETIC MT, ANTENNA NMO, RF 12' W/FERRITE	$180.00
READING SYSTEMS MOBILE	.13655-100	MRX920v4 ASSEMBLY COMPLETE	$11,000.00
READING SYSTEMS R450 FIXED NETWORK	..8138-189	CONNECTOR COAX MALE 450C FIXED NETWORK	$56.20
READING SYSTEMS R450 FIXED NETWORK	..8138-190	CONNECTOR COAX FEMALE 450C FIXED NETWORK	$82.00
READING SYSTEMS R450 FIXED NETWORK	..8138-199	CONNECTOR COAX 7/16 DIN FEMALE 450C FIXED NETWORk	$54.00
READING SYSTEMS R450 FIXED NETWORK	..8138-200	CONNECTOR COAX N MALE 450C FIXED NETWORK	$56.20
READING SYSTEMS R450 FIXED NETWORK	.10046-116	CABLE COAX 1/2 DIAMETER 450C FIXED NETWORK	$7.00
READING SYSTEMS R450 FIXED NETWORK	.10046-117	CABLE COAX 6' JUMPER 450C FIXED NETWORK	$204.00
READING SYSTEMS R450 FIXED NETWORK	.10046-118	CABLE COAX HELIAX 7/8' 450C FIXED NETWORK RF	$15.00
READING SYSTEMS R450 FIXED NETWORK	.10046-119	CABLE COAX 1/2 DIA HELIAX RF ANTENNA FN	$7.00
READING SYSTEMS R450 FIXED NETWORK	.12896-001	ANTENNA RF OMNI 450-482 450C FIXED NETWORK	$3,000.00
READING SYSTEMS R450 FIXED NETWORK	.13068-200	SOLAR COLLECTOR SYSTEM ASSEMBLY 160W SMALL POLE VERSION	$5,000.00
READING SYSTEMS R450 FIXED NETWORK	.13068-300	SOLAR COLLECTOR SYSTEM ASSEMBLY 220W SMALL POLE VERSION	$6,500.00
READING SYSTEMS R900 GPRS GATEWAY FN	.12955-001	RUBBER PAD ROOF MOUNT STAND	$412.00
READING SYSTEMS R900 GPRS GATEWAY FN	.13085-001	BRACKET ANTENNA MOUNTING ARB FB MINI COLLECTOR	$100.00
READING SYSTEMS R900 GPRS GATEWAY FN	.13086-001	STAND BALLAST ROOF MOUNT	$1,800.00
READING SYSTEMS R900 GPRS GATEWAY FN	.13134-000	MOUNTING BRACKET ASSEMBLY ANTENNA CROSS/L POLE FB	$120.00
READING SYSTEMS R900 GPRS GATEWAY FN	.13146-100	ANTENNA RF W/BRACKETS R900 GATEWAY V2	$580.00
NEPTUNE 360 PLATFORM	.13812-001	NEPTUNE 360 ESSENTIALS SET UP FEE (360 PF)	$3,000.00
NEPTUNE 360 PLATFORM	.13812-002	NEPTUNE 360 ADVANCED SET UP FEE (360 PF)	$6,500.00
NEPTUNE 360 PLATFORM	.13812-004	NEPTUNE 360 ADD REMOTE TRAINING 4 HOUR WINDOW	$1,500.00
NEPTUNE 360 PLATFORM	.13812-005	NEPTUNE 360 ON SITE TRAINING 8 HOUR WINDOW	$3,000.00
NEPTUNE 360 PLATFORM	.13812-006	NEPTUNE 360 PROFESSIONAL SERVICES PER HOUR	$780.00
NEPTUNE 360 PLATFORM	.13812-101	NEPTUNE 360 AMI ESS SUB UP TO 250 SERVICES	$4,500.00
NEPTUNE 360 PLATFORM	.13812-102	NEPTUNE 360 AMI ESS SUB >250 - 1K SERVICES	$9,000.00
NEPTUNE 360 PLATFORM	.13812-103	NEPTUNE 360 AMI ESS SUB >1K - 2500 SERVICES	$13,500.00
NEPTUNE 360 PLATFORM	.13812-104	NEPTUNE 360 AMI ESS SUB >2500 - 5K SERVICES	$5.40
NEPTUNE 360 PLATFORM	.13812-105	NEPTUNE 360 AMR ESS SUB UP TO 2500 SERVICES	$4,500.00
NEPTUNE 360 PLATFORM	.13812-106	NEPTUNE 360 AMR ESS SUB >2500 - 5K SERVICES	$1.80
NEPTUNE 360 PLATFORM	.13812-201	NEPTUNE 360 AMI ADV SUB UP TO 5K SERVICES	$27,000.00
NEPTUNE 360 PLATFORM	.13812-202	NEPTUNE 360 AMI ADV SUB >5K - 10K SERVICES	$5.40
NEPTUNE 360 PLATFORM	.13812-203	NEPTUNE 360 AMI ADV SUB >10K - 50K SERVICES	$3.62
NEPTUNE 360 PLATFORM	.13812-204	NEPTUNE 360 AMI ADV SUB >20K - 50K SERVICES	$3.34
NEPTUNE 360 PLATFORM	.13812-205	NEPTUNE 360 AMI ADV SUB >50K - 100K SERVICES	$3.14
NEPTUNE 360 PLATFORM	.13812-206	NEPTUNE 360 AMI ADV SUB >100K SERVICES	$1.80
NEPTUNE 360 PLATFORM	.13812-207	NEPTUNE 360 AMR ADV SUB UP TO 5K SERVICES	$9,000.00
NEPTUNE 360 PLATFORM	.13812-208	NEPTUNE 360 AMR ADV SUB >5K - 10K SERVICES	$1.80
NEPTUNE 360 PLATFORM	.13812-209	NEPTUNE 360 AMR ADV SUB >10K - 20K SERVICES	$1.34
NEPTUNE 360 PLATFORM	.13812-210	NEPTUNE 360 AMR ADV SUB >20K - 50K SERVICES	$1.12

Description	Part Number	Part Description	List Price
NEPTUNE 360 PLATFORM	.13812-211	NEPTUNE 360 AMR ADV SUB >50K - 100K SERVICES	$1.04
NEPTUNE 360 PLATFORM	.13812-212	NEPTUNE 360 AMR ADV SUB >100K SERVICES	$0.90
READING SYSTEM RECEPTACLES	.11396-200	MAXI PIT RECEPTACLE COMP 6' 3 WIRE	$32.20
READING SYSTEM RECEPTACLES	.11396-300	MAXI PIT RECEPTACLE COMP 25' 3 WIRE	$38.32
READING SYSTEM RECEPTACLES	.12081-000	PROREAD RECEPTACLE WALL ASSEMBLY BLACK HOUSING	$21.90
READING SYSTEM RECEPTACLES	.12220-001	FLANGE BUTTON VERSION MOLDED PROREAD PIT RECP	$6.04
READING SYSTEM RECEPTACLES	.12222-001	NUT MOLDED PROREAD PIT REC & R900 V2	$2.00
READING SYSTEM RECEPTACLES	.12223-100	PROREAD PIT RECEPTACLE ASSEMBLY 6' VERSION	$43.00
READING SYSTEM RECEPTACLES	.12223-150	PROREAD PIT RECEPTACLE ASSEMBLY 25' VERSION	$50.72
TRICON/S	RA2F1B2	REG-TRICON/S C/F 1U 5/8 T-10	$860.00
TRICON/S	RA2F1G2	REG-TRICON/S C/F 10U 5/8 T-10	$860.00
TRICON/S	RA2F1K2	REG-TRICON/S C/F 100U 5/8 T-10	$860.00
TRICON/S	RA2F2B2	REG-TRICON/S C/F 1U 3/4 T-10	$860.00
TRICON/S	RA2F2G2	REG-TRICON/S C/F 10U 3/4 T-10	$860.00
TRICON/S	RA2F2K2	REG-TRICON/S C/F 100U 3/4 T-10	$860.00
TRICON/S	RA2F3B2	REG-TRICON/S C/F 1U 1 T-10	$860.00
TRICON/S	RA2F3G2	REG-TRICON/S C/F 10U 1 T-10	$860.00
TRICON/S	RA2F3K2	REG-TRICON/S C/F 100U 1 T-10	$860.00
TRICON/S	RA2F4B2	REG-TRICON/S C/F 1U 1 1/2 T-10	$860.00
TRICON/S	RA2F4G2	REG-TRICON/S C/F 10U 1 1/2 T-10	$860.00
TRICON/S	RA2F4K2	REG-TRICON/S C/F 100U 1 1/2 T-10	$860.00
TRICON/S	RA2F4N2	REG-TRICON/S C/F 1,000U 1 1/2 T-10	$860.00
TRICON/S	RA2F5B2	REG-TRICON/S C/F 1U 2 T-10	$860.00
TRICON/S	RA2F5G2	REG-TRICON/S C/F 10U 2 T-10	$860.00
TRICON/S	RA2F5K2	REG-TRICON/S C/F 100U 2 T-10	$860.00
TRICON/S	RA2F5N2	REG-TRICON/S C/F 1,000U 2 T-10	$860.00
TRICON/S	RA2G1B2	REG-TRICON/S GAL 1U 5/8 T-10	$860.00
TRICON/S	RA2G1G2	REG-TRICON/S GAL 10U 5/8 T-10	$860.00
TRICON/S	RA2G1K2	REG-TRICON/S GAL 100U 5/8 T-10	$860.00
TRICON/S	RA2G2B2	REG-TRICON/S GAL 1U 3/4 T-10	$860.00
TRICON/S	RA2G2G2	REG-TRICON/S GAL 10U 3/4 T-10	$860.00
TRICON/S	RA2G2K2	REG-TRICON/S GAL 100U 3/4 T-10	$860.00
TRICON/S	RA2G3B2	REG-TRICON/S GAL 1U 1 T-10	$860.00
TRICON/S	RA2G3G2	REG-TRICON/S GAL 10U 1 T-10	$860.00
TRICON/S	RA2G3K2	REG-TRICON/S GAL 100U 1 T-10	$860.00
TRICON/S	RA2G4G2	REG-TRICON/S GAL 10U 1 1/2 T-10	$860.00
TRICON/S	RA2G4K2	REG-TRICON/S GAL 100U 1 1/2 T-10	$860.00
TRICON/S	RA2G4N2	REG-TRICON/S GAL 1,000U 1 1/2 T-10	$860.00
TRICON/S	RA2G5G2	REG-TRICON/S GAL 10U 2 T-10	$860.00
TRICON/S	RA2G5K2	REG-TRICON/S GAL 100U 2 T-10	$860.00
TRICON/S	RA2G5N2	REG-TRICON/S GAL 1,000U 2 T-10	$860.00
TRICON/S	RA2M1B2	REG-TRICON/S LIT 1U 5/8 T-10	$860.00

Description	Part Number	Part Description	List Price
TRICON/S	RA2M1G2	REG-TRICON/S LIT 10U 5/8 T-10	$860.00
TRICON/S	RA2M1K2	REG-TRICON/S LIT 100U 5/8 T-10	$860.00
TRICON/S	RA2M2B2	REG-TRICON/S LIT 1U 3/4 T-10	$860.00
TRICON/S	RA2M2G2	REG-TRICON/S LIT 10U 3/4 T-10	$860.00
TRICON/S	RA2M2K2	REG-TRICON/S LIT 100U 3/4 T-10	$860.00
TRICON/S	RA2M3B2	REG-TRICON/S LIT 1U 1 T-10	$860.00
TRICON/S	RA2M3G2	REG-TRICON/S LIT 10U 1 T-10	$860.00
TRICON/S	RA2M3K2	REG-TRICON/S LIT 100U 1 T-10	$860.00
TRICON/S	RA2M4G2	REG-TRICON/S LIT 10U 1 1/2 T-10	$860.00
TRICON/S	RA2M4K2	REG-TRICON/S LIT 100U 1 1/2 T-10	$860.00
TRICON/S	RA2M4N2	REG-TRICON/S LIT 1,000U 1 1/2 T-10	$860.00
TRICON/S	RA2M5G2	REG-TRICON/S LIT 10U 2 T-10	$860.00
TRICON/S	RA2M5K2	REG-TRICON/S LIT 100U 2 T-10	$860.00
TRICON/S	RA2M5N2	REG-TRICON/S LIT 1,000U 2 T-10	$860.00
TRICON/S	RA3F2D2	REG-TRICON/S C/F 1U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3F2H2	REG-TRICON/S C/F 10U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3F2L2	REG-TRICON/S C/F 100U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3F2P2	REG-TRICON/S C/F 1,000U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3F3D2	REG-TRICON/S C/F 1U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3F3H2	REG-TRICON/S C/F 10U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3F3L2	REG-TRICON/S C/F 100U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3F3P2	REG-TRICON/S C/F 1,000U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3F4D2	REG-TRICON/S C/F 1U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3F4H2	REG-TRICON/S C/F 10U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3F4L2	REG-TRICON/S C/F 100U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3F4P2	REG-TRICON/S C/F 1,000U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3F5H2	REG-TRICON/S C/F 10U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3F5L2	REG-TRICON/S C/F 100U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3F5P2	REG-TRICON/S C/F 1,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3F5S2	REG-TRICON/S C/F 10,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3F6H2	REG-TRICON/S C/F 10U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3F6L2	REG-TRICON/S C/F 100U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3F6P2	REG-TRICON/S C/F 1,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3F6S2	REG-TRICON/S C/F 10,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3F7H2	REG-TRICON/S C/F 10U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3F7L2	REG-TRICON/S C/F 100U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3F7P2	REG-TRICON/S C/F 1,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3F7S2	REG-TRICON/S C/F 10,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3G2H2	REG-TRICON/S GAL 10U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3G2L2	REG-TRICON/S GAL 100U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3G2P2	REG-TRICON/S GAL 1,000U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3G2S2	REG-TRICON/S GAL 10,000U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3G3H2	REG-TRICON/S GAL 10U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3G3L2	REG-TRICON/S GAL 100U 3 TRIDENT TURBINE	$860.00

Description	Part Number	Part Description	List Price
TRICON/S	RA3G3P2	REG-TRICON/S GAL 1,000U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3G3S2	REG-TRICON/S GAL 10,000U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3G4H2	REG-TRICON/S GAL 10U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3G4L2	REG-TRICON/S GAL 100U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3G4P2	REG-TRICON/S GAL 1,000U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3G4S2	REG-TRICON/S GAL 10,000U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3G5L2	REG-TRICON/S GAL 100U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3G5P2	REG-TRICON/S GAL 1,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3G5S2	REG-TRICON/S GAL 10,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3G5V2	REG-TRICON/S GAL 100,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3G6L2	REG-TRICON/S GAL 100U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3G6P2	REG-TRICON/S GAL 1,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3G6S2	REG-TRICON/S GAL 10,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3G6V2	REG-TRICON/S GAL 100,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3G7L2	REG-TRICON/S GAL 100U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3G7P2	REG-TRICON/S GAL 1,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3G7S2	REG-TRICON/S GAL 10,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3G7V2	REG-TRICON/S GAL 100,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA5F0D2	REG-TRICON/S C/F 1U 4 HP PROTECTUS	$860.00
TRICON/S	RA5F0H2	REG-TRICON/S C/F 10U 4 HP PROTECTUS	$860.00
TRICON/S	RA5F0L2	REG-TRICON/S C/F 100U 4 HP PROTECTUS	$860.00
TRICON/S	RA5F0P2	REG-TRICON/S C/F 1,000U 4 HP PROTECTUS	$860.00
TRICON/S	RA5F2D2	REG-TRICON/S C/F 1U 2 HP TURBINE	$860.00
TRICON/S	RA5F2H2	REG-TRICON/S C/F 10U 2 HP TURBINE	$860.00
TRICON/S	RA5F2L2	REG-TRICON/S C/F 100U 2 HP TURBINE	$860.00
TRICON/S	RA5F2P2	REG-TRICON/S C/F 1,000U 2 HP TURBINE	$860.00
TRICON/S	RA5F3D2	REG-TRICON/S C/F 1U 3 HP TURBINE	$860.00
TRICON/S	RA5F3H2	REG-TRICON/S C/F 10U 3 HP TURBINE	$860.00
TRICON/S	RA5F3L2	REG-TRICON/S C/F 100U 3 HP TURBINE	$860.00
TRICON/S	RA5F3P2	REG-TRICON/S C/F 1,000U 3 HP TURBINE	$860.00
TRICON/S	RA5F4D2	REG-TRICON/S C/F 1U 4 HP TURBINE	$860.00
TRICON/S	RA5F4H2	REG-TRICON/S C/F 10U 4 HP TURBINE	$860.00
TRICON/S	RA5F4L2	REG-TRICON/S C/F 100U 4 HP TURBINE	$860.00
TRICON/S	RA5F4P2	REG-TRICON/S C/F 1,000U 4 HP TURBINE	$860.00
TRICON/S	RA5F5H2	REG-TRICON/S C/F 10U 6 HP TURBINE	$860.00
TRICON/S	RA5F5L2	REG-TRICON/S C/F 100U 6 HP TURBINE	$860.00
TRICON/S	RA5F5P2	REG-TRICON/S C/F 1,000U 6 HP TURBINE	$860.00
TRICON/S	RA5F5S2	REG-TRICON/S C/F 10,000U 6 HP TURBINE	$860.00
TRICON/S	RA5F6H2	REG-TRICON/S C/F 10U 8 HP TURBINE	$860.00
TRICON/S	RA5F6L2	REG-TRICON/S C/F 100U 8 HP TURBINE	$860.00
TRICON/S	RA5F6P2	REG-TRICON/S C/F 1,000U 8 HP TURBINE	$860.00
TRICON/S	RA5F6S2	REG-TRICON/S C/F 10,000U 8 HP TURBINE	$860.00
TRICON/S	RA5F7H2	REG-TRICON/S C/F 10U 10 HP TURBINE	$860.00
TRICON/S	RA5F7L2	REG-TRICON/S C/F 100U 10 HP TURBINE	$860.00

Description	Part Number	Part Description	List Price
TRICON/S	RA5F7P2	REG-TRICON/S C/F 1,000U 10 HP TURBINE	$860.00
TRICON/S	RA5F7S2	REG-TRICON/S C/F 10,000U 10 HP TURBINE	$860.00
TRICON/S	RA5FAH2	REG-TRICON/S C/F 10U 6 HP PROTECTUS	$860.00
TRICON/S	RA5FAL2	REG-TRICON/S C/F 100U 6 HP PROTECTUS	$860.00
TRICON/S	RA5FAP2	REG-TRICON/S C/F 1,000U 6 HP PROTECTUS	$860.00
TRICON/S	RA5FAS2	REG-TRICON/S C/F 10,000U 6 HP PROTECTUS	$860.00
TRICON/S	RA5FBH2	REG-TRICON/S C/F 10U 8 HP PROTECTUS	$860.00
TRICON/S	RA5FBL2	REG-TRICON/S C/F 100U 8 HP PROTECTUS	$860.00
TRICON/S	RA5FBP2	REG-TRICON/S C/F 1,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5FBS2	REG-TRICON/S C/F 10,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5FCH2	REG-TRICON/S C/F 10U 10 HP PROTECTUS	$860.00
TRICON/S	RA5FCL2	REG-TRICON/S C/F 100U 10 HP PROTECTUS	$860.00
TRICON/S	RA5FCP2	REG-TRICON/S C/F 1,000U 10 HP PROTECTUS	$860.00
TRICON/S	RA5FCS2	REG-TRICON/S C/F 10,000U 10 HP PROTECTUS	$860.00
TRICON/S	RA5G0H2	REG-TRICON/S GAL 10U 4 HP PROTECTUS	$860.00
TRICON/S	RA5G0L2	REG-TRICON/S GAL 100U 4 HP PROTECTUS	$860.00
TRICON/S	RA5G0P2	REG-TRICON/S GAL 1,000U 4 HP PROTECTUS	$860.00
TRICON/S	RA5G0S2	REG-TRICON/S GAL 10,000U 4 HP PROTECTUS	$860.00
TRICON/S	RA5G2H2	REG-TRICON/S GAL 10U 2 HP TURBINE	$860.00
TRICON/S	RA5G2L2	REG-TRICON/S GAL 100U 2 HP TURBINE	$860.00
TRICON/S	RA5G2P2	REG-TRICON/S GAL 1,000U 2 HP TURBINE	$860.00
TRICON/S	RA5G2S2	REG-TRICON/S GAL 10,000U 2 HP TURBINE	$860.00
TRICON/S	RA5G3H2	REG-TRICON/S GAL 10U 3 HP TURBINE	$860.00
TRICON/S	RA5G3L2	REG-TRICON/S GAL 100U 3 HP TURBINE	$860.00
TRICON/S	RA5G3P2	REG-TRICON/S GAL 1,000U 3 HP TURBINE	$860.00
TRICON/S	RA5G3S2	REG-TRICON/S GAL 10,000U 3 HP TURBINE	$860.00
TRICON/S	RA5G4H2	REG-TRICON/S GAL 10U 4 HP TURBINE	$860.00
TRICON/S	RA5G4L2	REG-TRICON/S GAL 100U 4 HP TURBINE	$860.00
TRICON/S	RA5G4P2	REG-TRICON/S GAL 1,000U 4 HP TURBINE	$860.00
TRICON/S	RA5G4S2	REG-TRICON/S GAL 10,000U 4 HP TURBINE	$860.00
TRICON/S	RA5G5L2	REG-TRICON/S GAL 100U 6 HP TURBINE	$860.00
TRICON/S	RA5G5P2	REG-TRICON/S GAL 1,000U 6 HP TURBINE	$860.00
TRICON/S	RA5G5S2	REG-TRICON/S GAL 10,000U 6 HP TURBINE	$860.00
TRICON/S	RA5G5V2	REG-TRICON/S GAL 100,000U 6 HP TURBINE	$860.00
TRICON/S	RA5G6L2	REG-TRICON/S GAL 100U 8 HP TURBINE	$860.00
TRICON/S	RA5G6P2	REG-TRICON/S GAL 1,000U 8 HP TURBINE	$860.00
TRICON/S	RA5G6S2	REG-TRICON/S GAL 10,000U 8 HP TURBINE	$860.00
TRICON/S	RA5G6V2	REG-TRICON/S GAL 100,000U 8 HP TURBINE	$860.00
TRICON/S	RA5G7L2	REG-TRICON/S GAL 100U 10 HP TURBINE	$860.00
TRICON/S	RA5G7P2	REG-TRICON/S GAL 1,000U 10 HP TURBINE	$860.00
TRICON/S	RA5G7S2	REG-TRICON/S GAL 10,000U 10 HP TURBINE	$860.00
TRICON/S	RA5G7V2	REG-TRICON/S GAL 100,000U 10 HP TURBINE	$860.00
TRICON/S	RA5GAL2	REG-TRICON/S GAL 100U 6 HP PROTECTUS	$860.00
TRICON/S	RA5GAP2	REG-TRICON/S GAL 1,000U 6 HP PROTECTUS	$860.00

Description	Part Number	Part Description	List Price
TRICON/S	RA5GAS2	REG-TRICON/S GAL 10,000U 6 HP PROTECTUS	$860.00
TRICON/S	RA5GAV2	REG-TRICON/S GAL 100,000U 6 HP PROTECTUS	$860.00
TRICON/S	RA5GBL2	REG-TRICON/S GAL 100U 8 HP PROTECTUS	$860.00
TRICON/S	RA5GBP2	REG-TRICON/S GAL 1,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5GBS2	REG-TRICON/S GAL 10,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5GBV2	REG-TRICON/S GAL 100,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5GCL2	REG-TRICON/S GAL 100U 10 HP PROTECTUS	$860.00
TRICON/S	RA5GCP2	REG-TRICON/S GAL 1,000U 10 HP PROTECTUS	$860.00
TRICON/S	RA5GCS2	REG-TRICON/S GAL 10,000U 10 HP PROTECTUS	$860.00
TRICON/S	RA5GCV2	REG-TRICON/S GAL 100,000U 10 HP PROTECTUS	$860.00
TRICON/E	..8328-042	SCREW SELF-TAP 4-24 3/8 LG SST	$0.22
TRICON/E	..8345-008	GROMMET .300 .500 SR 6W-1	$0.22
TRICON/E	..9309-501	REGISTER SEAL PIN	$0.16
TRICON/E	.12042-001	OWNERS MANUAL TRICON/E	$14.00
TRICON/E	.12194-000	TRICON/E INSTALLATION KIT	$72.80
TRICON/E	.60320-001	MOUNTING RING TRICON-E	$4.00
TRICON/E	.60321-001	DOOR TRICON-E	$20.74
TRICON/E	.60366-000	TRICON/E3 REG DIGITAL TURBINE	$900.00
TRICON/E	.60366-050	TRICON/E3 REG DIGITAL DISC	$900.00
TRICON/E	.60366-200	TRICON/E3 REG 4-20 MA 5/8 T-10	$1,000.00
TRICON/E	.60366-210	TRICON/E3 REG 4-20 MA 3/4 T-10	$1,000.00
TRICON/E	.60366-220	TRICON/E3 REG 4-20 MA 1 T-10	$1,000.00
TRICON/E	.60366-230	TRICON/E3 REG 4-20 MA 1 1/2 T-10	$1,000.00
TRICON/E	.60366-240	TRICON/E3 REG 4-20 MA 2 T-10	$1,000.00
TRICON/E	.60366-300	TRICON/E3 REG 4-20 MA 2 T/T	$1,000.00
TRICON/E	.60366-310	TRICON/E3 REG 4-20 MA 3 T/T	$1,000.00
TRICON/E	.60366-320	TRICON/E3 REG 4-20 MA 4 T/T	$1,000.00
TRICON/E	.60366-330	TRICON/E3 REG 4-20 MA 6 T/T	$1,000.00
TRICON/E	.60366-340	TRICON/E3 REG 4-20 MA 8 T/T	$1,000.00
TRICON/E	.60366-350	TRICON/E3 REG 4-20 MA 10 T/T	$1,000.00
TRICON/E	.60366-400	TRICON/E3 REG 4-20 MA 2 HPT	$1,000.00
TRICON/E	.60366-410	TRICON/E3 REG 4-20 MA 3 HPT	$1,000.00
TRICON/E	.60366-420	TRICON/E3 REG 4-20 MA 4 HPT	$1,000.00
TRICON/E	.60366-430	TRICON/E3 REG 4-20 MA 6 HPT	$1,000.00
TRICON/E	.60366-440	TRICON/E3 REG 4-20 MA 8 HPT	$1,000.00
TRICON/E	.60366-450	TRICON/E3 REG 4-20 MA 10 HPT	$1,000.00
TRICON/E	.60366-460	TRICON/E3 REG 4-20 MA 1 1/2 HPT	$1,000.00
TRICON/E	.60366-700	REGISTER ADAPTER ASSEMBLY DIGITAL 12, 16, 20 HPT	$800.00
TRICON/E	.60366-710	REGISTER ADAPTER ASSEMBLY 4-20 MA 12 HPT	$800.00
TRICON/E	.60366-720	REGISTER ADAPTER ASSEMBLY PLAIN	$800.00
TRICON/E	.60366-730	REGISTER ADAPTER ASSEMBLY 4-20 MA 16 HPT	$800.00
TRICON/E	.60366-740	REGISTER ADAPTER ASSEMBLY 4-20 MA 20 HPT	$800.00

Description	Part Number	Part Description	List Price
SMARTTROL	..8149-101	SMARTTROL B/C ES-558	$2,500.00
SMARTTROL	..8149-102	SMARTTROL B/C ES-558-1	$2,780.00
SMARTTROL	..8149-103	SMARTTROL B/C ES-558-3	$2,760.00
SMARTTROL	..8149-104	SMARTTROL B/C ES-558-13	$3,120.00
SMARTTROL	..8149-201	SMARTTROL TRICON/S RELAY	$2,500.00
SMARTTROL	..8149-203	SMARTTROL TRICON/S 4-20 MA	$2,760.00
FLOSEARCH	.60337-000	FLOSEARCH TRANSMIT ASSEMBLY 6'	$520.00
FLOSEARCH	.60337-100	FLOSEARCH TRANSMIT ASSEMBLY 20'	$580.00
FLOSEARCH	.60337-200	FLOSEARCH TRANSMIT W/O CABLE	$430.00
DIRECT READ REGISTERS	..5500-134	WRENCH FACE SPANNER ASSEMBLY	$163.42
DIRECT READ REGISTERS	..8350-007	SPIROL PIN 5/8 LG .102 DIA	$0.32
DIRECT READ REGISTERS	..9105-001	RETAINER RING L/P REG	$2.58
DIRECT READ REGISTERS	..9106-002	REGISTER SEAL PIN L/P GOLD	$0.16
DIRECT READ REGISTERS	..9107-011	SEAL L/P REG ASSEMBLY 5/8 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-012	SEAL L/P REG ASSEMBLY 5/8 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9107-021	SEAL L/P REG ASSEMBLY 3/4 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-022	SEAL L/P REG ASSEMBLY 3/4 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9107-031	SEAL L/P REG ASSEMBLY 1 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-032	SEAL L/P REG ASSEMBLY 1 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9107-041	SEAL L/P REG ASSEMBLY 1 1/2 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-042	SEAL L/P REG ASSEMBLY 1 1/2 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9107-051	SEAL L/P REG ASSEMBLY 2 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-052	SEAL L/P REG ASSEMBLY 2 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9131-000	BOX & LID ASSEMBLY L/P REG PLS	$10.48
DIRECT READ REGISTERS	..9131-100	BOX & LID ASSEMBLY L/P REG BRZ	$25.76
DIRECT READ REGISTERS	..9132-001	LID L/P REG PLASTIC MOLDED	$2.26
DIRECT READ REGISTERS	..9133-001	BOX L/P REG PLASTIC MOLDED	$4.68
DIRECT READ REGISTERS	..9309-501	REGISTER SEAL PIN	$0.16
DIRECT READ REGISTERS	.71345-002	TEST RING T-10 REGISTER	$9.20
DIRECT READ REGISTERS	R82F11	REG-DIR READ C/F PLS 5/8 T-10	$37.80
DIRECT READ REGISTERS	R82F12	REG-DIR READ C/F BRZ 5/8 T-10	$51.80
DIRECT READ REGISTERS	R82F21	REG-DIR READ C/F PLS 3/4 T-10	$37.80
DIRECT READ REGISTERS	R82F22	REG-DIR READ C/F BRZ 3/4 T-10	$51.80
DIRECT READ REGISTERS	R82F31	REG-DIR READ C/F PLS 1 T-10	$37.80
DIRECT READ REGISTERS	R82F32	REG-DIR READ C/F BRZ 1 T-10	$51.80
DIRECT READ REGISTERS	R82F41	REG-DIR READ C/F PLS 1 1/2 T-10	$37.80
DIRECT READ REGISTERS	R82F42	REG-DIR READ C/F BRZ 1 1/2 T-10	$51.80
DIRECT READ REGISTERS	R82F51	REG-DIR READ C/F PLS 2 T-10	$37.80
DIRECT READ REGISTERS	R82F52	REG-DIR READ C/F BRZ 2 T-10	$51.80
DIRECT READ REGISTERS	R82G11	REG-DIR READ GAL PLS 5/8 T-10	$37.80
DIRECT READ REGISTERS	R82G12	REG-DIR READ GAL BRZ 5/8 T-10	$51.80
DIRECT READ REGISTERS	R82G21	REG-DIR READ GAL PLS 3/4 T-10	$37.80

Description	Part Number	Part Description	List Price
DIRECT READ REGISTERS	R82G22	REG-DIR READ GAL BRZ 3/4 T-10	$51.80
DIRECT READ REGISTERS	R82G31	REG-DIR READ GAL PLS 1 T-10	$37.80
DIRECT READ REGISTERS	R82G32	REG-DIR READ GAL BRZ 1 T-10	$51.80
DIRECT READ REGISTERS	R82G41	REG-DIR READ GAL PLS 1 1/2 T-10	$37.80
DIRECT READ REGISTERS	R82G42	REG-DIR READ GAL BRZ 1 1/2 T-10	$51.80
DIRECT READ REGISTERS	R82G51	REG-DIR READ GAL PLS 2 T-10	$37.80
DIRECT READ REGISTERS	R82G52	REG-DIR READ GAL BRZ 2 T-10	$51.80
DIRECT READ REGISTERS	R83F8	REG-DIR READ C/F BRZ 3 FIRE HYDRANT	$98.00
DIRECT READ REGISTERS	R83G8	REG-DIR READ GAL BRZ 3 FIRE HYDRANT	$98.00
E-CODER REGISTERS INSIDE	RE1G11	REG-E-CODER GAL 5/8 T-8	$126.00
E-CODER REGISTERS INSIDE	RE2F11	REG-E-CODER C/F 5/8 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2F21	REG-E-CODER C/F 3/4 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2F31	REG-E-CODER C/F 1 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2F41	REG-E-CODER C/F 1 1/2 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2F51	REG-E-CODER C/F 2 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G11	REG-E-CODER GAL 5/8 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G21	REG-E-CODER GAL 3/4 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G31	REG-E-CODER GAL 1 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G41	REG-E-CODER GAL 1 1/2 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G51	REG-E-CODER GAL 2 T-10	$126.00
E-CODER REGISTERS INSIDE	RE4G11	REG-E-CODER GAL 5/8 SUB T-10	$126.00
E-CODER REGISTERS PIT	RH1G11	REG-E-CODER PIT GAL 5/8 T-8	$146.00
E-CODER REGISTERS PIT	RH2F11	REG-E-CODER PIT C/F 5/8 T-10	$146.00
E-CODER REGISTERS PIT	RH2F21	REG-E-CODER PIT C/F 3/4 T-10	$146.00
E-CODER REGISTERS PIT	RH2F31	REG-E-CODER PIT C/F 1 T-10	$146.00
E-CODER REGISTERS PIT	RH2F41	REG-E-CODER PIT C/F 1 1/2 T-10	$146.00
E-CODER REGISTERS PIT	RH2F51	REG-E-CODER PIT C/F 2 T-10	$146.00
E-CODER REGISTERS PIT	RH2G11	REG-E-CODER PIT GAL 5/8 T-10	$146.00
E-CODER REGISTERS PIT	RH2G21	REG-E-CODER PIT GAL 3/4 T-10	$146.00
E-CODER REGISTERS PIT	RH2G31	REG-E-CODER PIT GAL 1 T-10	$146.00
E-CODER REGISTERS PIT	RH2G41	REG-E-CODER PIT GAL 1 1/2 T-10	$146.00
E-CODER REGISTERS PIT	RH2G51	REG-E-CODER PIT GAL 2 T-10	$146.00
E-CODER REGISTERS PIT	RH3F11	REG-E-CODER PIT C/F 2 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3F21	REG-E-CODER PIT C/F 3 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3F31	REG-E-CODER PIT C/F 4 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3F41	REG-E-CODER PIT C/F 6 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3F51	REG-E-CODER PIT C/F 8 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G11	REG-E-CODER PIT GAL 2 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G21	REG-E-CODER PIT GAL 3 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G31	REG-E-CODER PIT GAL 4 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G41	REG-E-CODER PIT GAL 6 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G51	REG-E-CODER PIT GAL 8 TRIDENT TURBINE	$146.00

Description	Part Number	Part Description	List Price
E-CODER REGISTERS PIT	RH3G61	REG-E-CODER PIT GAL 10 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH4G11	REG-E-CODER PIT GAL 5/8 SUB T-10	$146.00
E-CODER REGISTERS PIT	RH5F01	REG-E-CODER PIT C/F 10 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F11	REG-E-CODER PIT C/F 2 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F21	REG-E-CODER PIT C/F 3 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F31	REG-E-CODER PIT C/F 4 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F41	REG-E-CODER PIT C/F 6 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F51	REG-E-CODER PIT C/F 8 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F61	REG-E-CODER PIT C/F 4 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5F71	REG-E-CODER PIT C/F 6 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5F81	REG-E-CODER PIT C/F 8 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5F91	REG-E-CODER PIT C/F 10 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5FA1	REG-E-CODER PIT C/F 12 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5FB1	REG-E-CODER PIT C/F 16 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G01	REG-E-CODER PIT GAL 10 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G11	REG-E-CODER PIT GAL 2 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G21	REG-E-CODER PIT GAL 3 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G31	REG-E-CODER PIT GAL 4 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G41	REG-E-CODER PIT GAL 6 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G51	REG-E-CODER PIT GAL 8 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G61	REG-E-CODER PIT GAL 4 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5G71	REG-E-CODER PIT GAL 6 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5G81	REG-E-CODER PIT GAL 8 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5G91	REG-E-CODER PIT GAL 10 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH8F11	REG-E-CODER PIT C/F 5/8 T-10 FOR 2 & 3 T/F	$146.00
E-CODER REGISTERS PIT	RH8F21	REG-E-CODER PIT C/F 3/4 T-10 FOR 4 T/F	$146.00
E-CODER REGISTERS PIT	RH8F31	REG-E-CODER PIT C/F 1 T-10 FOR 6 T/F & 4 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8F41	REG-E-CODER PIT C/F 1 1/2 T-10 FOR 6 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8F51	REG-E-CODER PIT C/F 2 T-10 FOR 8 & 10 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8G11	REG-E-CODER PIT GAL 5/8 T-10 FOR 2 & 3 T/F	$146.00
E-CODER REGISTERS PIT	RH8G21	REG-E-CODER PIT GAL 3/4 T-10 FOR 4 T/F	$146.00
E-CODER REGISTERS PIT	RH8G31	REG-E-CODER PIT GAL 1 T-10 FOR 6 T/F & 4 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8G41	REG-E-CODER PIT GAL 1 1/2 T-10 FOR 6 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8G51	REG-E-CODER PIT GAL 2 T-10 FOR 8 & 10 HPP 3	$146.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F13	REG-E-CODER)R900*i* V4 C/F 5/8 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F23	REG-E-CODER)R900*i* V4 C/F 3/4 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F33	REG-E-CODER)R900*i* V4 C/F 1 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F43	REG-E-CODER)R900*i* V4 C/F 1 1/2 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F53	REG-E-CODER)R900*i* V4 C/F 2 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2G13	REG-E-CODER)R900*i* V4 GAL 5/8 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2G23	REG-E-CODER)R900*i* V4 GAL 3/4 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2G33	REG-E-CODER)R900*i* V4 GAL 1 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2G43	REG-E-CODER)R900*i* V4 GAL1 1/2 T-10 INSIDE	$266.00

Description	Part Number	Part Description	List Price
E-CODER)R900*i* REGISTERS INSIDE	RD2G53	REG-E-CODER)R900*i* V4 GAL 2 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD4F13	REG-E-CODER)R900*i* V4 C/F 5/8 SUB T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD4G13	REG-E-CODER)R900*i* V4 GA 5/8 SUB T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS PIT	RW2F13	REG-E-CODER)R900*i* V4 C/F 5/8 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2F23	REG-E-CODER)R900*i* V4 C/F 3/4 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2F33	REG-E-CODER)R900*i* V4 C/F 1 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2F43	REG-E-CODER)R900*i* V4 C/F 1 1/2 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2F53	REG-E-CODER)R900*i* V4 C/F 2 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G13	REG-E-CODER)R900*i* V4 GAL 5/8 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G23	REG-E-CODER)R900*i* V4 GAL 3/4 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G33	REG-E-CODER)R900*i* V4 GAL 1 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G43	REG-E-CODER)R900*i* V4 GAL 1 1/2 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G53	REG-E-CODER)R900*i* V4 GAL 2 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F13	REG-E-CODER)R900*i* V4 C/F 2 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F23	REG-E-CODER)R900*i* V4 C/F 3 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F33	REG-E-CODER)R900*i* V4 C/F 4 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F43	REG-E-CODER)R900*i* V4 C/F 6 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F53	REG-E-CODER)R900*i* V4 C/F 8 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3G23	REG-E-CODER)R900*i* V4 GAL 3 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3G33	REG-E-CODER)R900*i* V4 GAL 4 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3G43	REG-E-CODER)R900*i* V4 GAL 6 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3G53	REG-E-CODER)R900*i* V4 GAL 8 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F03	REG-E-CODER)R900*i* V4 C/F 10 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F13	REG-E-CODER)R900*i* V4 C/F 2 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F23	REG-E-CODER)R900*i* V4 C/F 3 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F33	REG-E-CODER)R900*i* V4 C/F 4 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F43	REG-E-CODER)R900*i* V4 C/F 6 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F53	REG-E-CODER)R900*i* V4 C/F 8 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F63	REG-E-CODER)R900*i* V4 C/F 4 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F73	REG-E-CODER)R900*i* V4 C/F 6 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F83	REG-E-CODER)R900*i* V4 C/F 8 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F93	REG-E-CODER)R900*i* V4 C/F 10 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G03	REG-E-CODER)R900*i* V4 GAL 10 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G13	REG-E-CODER)R900*i* V4 GAL 2 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G23	REG-E-CODER)R900*i* V4 GAL 3 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G33	REG-E-CODER)R900*i* V4 GAL 4 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G43	REG-E-CODER)R900*i* V4 GAL 6 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G53	REG-E-CODER)R900*i* V4 GAL 8 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G63	REG-E-CODER)R900*i* V4 GAL 4 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G73	REG-E-CODER)R900*i* V4 GAL 6 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G83	REG-E-CODER)R900*i* V4 GAL 8 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G93	REG-E-CODER)R900*i* V4 GAL 10 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8F13	REG-E-CODER)R900*i* V4 C/F 5/8 T-10 FOR 2 & 3 T/F P	$296.00

Description	Part Number	Part Description	List Price
E-CODER)R900*i* REGISTERS PIT	RW8F23	REG-E-CODER)R900*i* V4 C/F 3/4 T-10 FOR 4 T/F PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8F33	REG-E-CODER)R900*i* V4 C/F 1 T-10 FOR 6 T/F & 4 HPP 3	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8F43	REG-E-CODER)R900*i* V4 C/F 1 1/2 T-10 FOR 6 HPP 3	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8F53	REG-E-CODER)R900*i* V4 C/F 2 T-10 FOR 8 & 10 HPP 3 P	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G13	REG-E-CODER)R900*i* V4 GAL 5/8 T-10 FOR 2 & 3 T/F P	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G23	REG-E-CODER)R900*i* V4 GAL 3/4 T-10 FOR 4 T/F PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G33	REG-E-CODER)R900*i* V4 GAL 1 T-10 FOR 6 T/F & 4 HPP 3	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G43	REG-E-CODER)R900*i* V4 GAL 1 1/2 T-10 FOR 6 HPP 3	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G53	REG-E-CODER)R900*i* V4 GAL 2 T-10 FOR 8 & 10 HPP 3	$296.00
REGISTERS PROCODER INSIDE	RPE2G11	REG-PROCODER 5/8 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE2G21	REG-PROCODER 3/4 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE2G31	REG-PROCODER 1 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE2G41	REG-PROCODER 1 1/2 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE2G51	REG-PROCODER 2 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE4G11	REG-PROCODER SUB 5/8 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER PIT	RPH2G11	REG-PROCODER 5/8 T-10 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH2G21	REG-PROCODER 3/4 T-10 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH2G31	REG-PROCODER 1 T-10 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH2G41	REG-PROCODER 1 1/2 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH2G51	REG-PROCODER 2 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH3G21	REG-PROCODER SA PIT GAL 3 TRIDENT TURBINE	$142.00
REGISTERS PROCODER PIT	RPH3G31	REG-PROCODER SA PIT GAL 4 TRIDENT TURBINE	$142.00
REGISTERS PROCODER PIT	RPH3G41	REG-PROCODER SA PIT GAL 6 TRIDENT TURBINE	$142.00
REGISTERS PROCODER PIT	RPH4G11	REG-PROCODER SA PIT GAL 5/8 SUB METER	$142.00
REGISTERS PROCODER PIT	RPH5G01	REG-PROCODER SA PIT GAL 10 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G11	REG-PROCODER SA PIT GAL 2 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G21	REG-PROCODER SA PIT GAL 3 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G31	REG-PROCODER SA PIT GAL 4 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G41	REG-PROCODER SA PIT GAL 6 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G51	REG-PROCODER SA PIT GAL 8 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G61	REG-PROCODER SA PIT GAL 4 HP PROTECTUS	$142.00
REGISTERS PROCODER PIT	RPH5G71	REG-PROCODER SA PIT GAL 6 HP PROTECTUS	$142.00
REGISTERS PROCODER PIT	RPH5G81	REG-PROCODER SA PIT GAL 8 HP PROTECTUS	$142.00
REGISTERS PROCODER PIT	RPH5G91	REG-PROCODER SA PIT GAL 10 HP PROTECTUS	$142.00
REGISTERS PROCODER PIT	RPH8G11	REG-PROCODER SA PIT GAL 5/8 T-10 FOR 2 & 3 T/F	$142.00
REGISTERS PROCODER PIT	RPH8G21	REG-PROCODER SA PIT GAL 3/4 T-10 FOR 4 T/F	$142.00
REGISTERS PROCODER PIT	RPH8G31	REG-PROCODER SA PIT GAL 1 T-10 FOR 6 T/F & 4 HPP 3	$142.00
REGISTERS PROCODER PIT	RPH8G41	REG-PROCODER SA PIT GAL 1 1/2 T-10 FOR 6 HPP 3	$142.00
REGISTERS PROCODER PIT	RPH8G51	REG-PROCODER SA PIT GAL 2 T-10 FOR 8 & 10 HP P3	$142.00
REGISTERS PROCODER)TC INSIDE	RPT2G11	REG-PROCODER 5/8 TOUCHCOUPLER INSIDE GAL	$152.00
REGISTERS PROCODER)TC INSIDE	RPT2G21	REG-PROCODER 3/4 TOUCHCOUPLER INSIDE GAL	$152.00

Description	Part Number	Part Description	List Price
REGISTERS PROCODER)TC INSIDE	RPT2G31	REG-PROCODER 1 TOUCHCOUPLER INSIDE GAL	$152.00
REGISTERS PROCODER)TC INSIDE	RPT2G41	REG-PROCODER 1 1/2 TOUCHCOUPLER INSIDE GAL	$152.00
REGISTERS PROCODER)TC INSIDE	RPT2G51	REG-PROCODER 2 TOUCHCOUPLER INSIDE GAL	$152.00
REGISTERS PROCODER)TC PIT	RPC2G11	REG-PROCODER 5/8 T-10 TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC2G41	REG-PROCODER 1 1/2 T-10 TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC2G51	REG-PROCODER 2 T-10 TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC3G21	REG-PROCODER 3 T/T TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC3G31	REG-PROCODER 4 T/T TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC3G41	REG-PROCODER 6 T/T TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G01	REG-PROCODER 10 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G11	REG-PROCODER 2 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G21	REG-PROCODER 3 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G31	REG-PROCODER 4 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G41	REG-PROCODER 6 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G51	REG-PROCODER 8 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G61	REG-PROCODER 4 HPP III TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G71	REG-PROCODER 6 HPP III TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G81	REG-PROCODER 8 HPP III TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G91	REG-PROCODER 10 HPP III TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC8G11	REG-PROCODER)TC PIT GAL 5/8 T-10 FOR 2 & 3 T/F	$182.00
REGISTERS PROCODER)TC PIT	RPC8G21	REG-PROCODER)TC PIT GAL 3/4 T-10 FOR 4 T/F	$182.00
REGISTERS PROCODER)TC PIT	RPC8G31	REG-PROCODER)TC PIT GAL 1 T-10 FOR 6 T/F & 4 HPP 3	$182.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G11	REG-PROCODER 5/8 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G21	REG-PROCODER 3/4 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G31	REG-PROCODER 1 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G41	REG-PROCODER 1 1/2 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G51	REG-PROCODER 2 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* PIT	RPW2G11	REG-PROCODER 5/8 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW2G21	REG-PROCODER 3/4 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW2G31	REG-PROCODER 1 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW2G41	REG-PROCODER 1 1/2 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW2G51	REG-PROCODER 2 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW3G21	REG-PROCODER 3 T/T R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW3G31	REG-PROCODER 4 T/T R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW3G41	REG-PROCODER 6 T/T R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G01	REG-PROCODER 10 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G11	REG-PROCODER 2 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G21	REG-PROCODER 3 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G31	REG-PROCODER 4 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G41	REG-PROCODER 6 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G51	REG-PROCODER 8 HPT R900*i* V4 PIT GAL	$292.00

Description	Part Number	Part Description	List Price
REGISTERS PROCODER)R900*i* PIT	RPW5G61	REG-PROCODER 4 HPP III R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G71	REG-PROCODER 6 HPP III R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G81	REG-PROCODER 8 HPP III R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G91	REG-PROCODER 10 HPP III R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G11	REG-PROCODER)R900*i* V4 PIT 5/8 T-10 FOR 2 & 3 T/F GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G21	REG-PROCODER)R900*i* V4 PIT 3/4 T-10 FOR 4 T/F GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G31	REG-PROCODER)R900*i* V4 PIT 1 T-10 FOR 6 T/F & 4 HPP 3 GA	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G41	REG-PROCODER)R900*i* V4 PIT 1 1/2 T-10 FOR 6 HPP 3 GA	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G51	REG-PROCODER)R900*i* V4 PIT 2 T-10 FOR 8 & 10 HPP 3 GAL	$292.00

neptunetg.com

To obtain pricing or order related parts and equipment, contact your local Neptune Sales Representative, Authorized Neptune Distributor, or contact the Neptune Customer Service Department at 800-645-1892.

CUSTOMER SERVICE
(800) 645-1892 phone
(334) 283-7434 fax

SYSTEMS SUPPORT
(800) 647-4832 phone
(334) 283-7497 fax

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078
USA Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group
(Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9
Canada Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11560 Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (55) 5203-5708, (55) 5203-4032,
(55) 5203-5294

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END OF EXHIBIT B

Christopher Collier

From: frank.lambertson@mymanatee.org
Sent: Wednesday, October 08, 2014 11:17 AM
To: Christopher Collier
Subject: Manatee County Sunstate Meters Agreement

Chris:

I have attached our last addendum, the original agreement and your organization is certainly able to piggyback off this agreement should you choose to do so.

Frank G. Lambertson, Contracts Negotiator
Manatee County Government, Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
frank.lambertson@mymanatee.org
Phone: 941-749-3042
Fax: 941-749-3034

Click here to report this email as spam.

AGREEMENT No. 19-R072004CB

NEPTUNE METERS AND ASSOCIATED PARTS

between

MANATEE COUNTY
(COUNTY)

and

SUNSTATE METER AND SUPPLY, INC.

AGREEMENT FOR NEPTUNE METERS AND ASSOCIATED PARTS

THIS AGREEMENT is made and entered into as of this 20th day of August, 2019, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **SUNSTATE METER AND SUPPLY, INC.**, a Florida corporation, (**"SUPPLIER"**) with offices located at 14001 W. Newberry Road, Newberry, FL 32669, and duly authorized to conduct business in the State of Florida. COUNTY and SUPPLIER are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, SUPPLIER engages in the business of supplying Neptune meters and associated parts; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain SUPPLIER to provide the goods described in this Agreement; and

WHEREAS, the County has standardized on Neptune meters. Sunstate Meter and Supply, Inc. is the sole authorized Neptune distributor with a resell supply agreement in the State of Florida and submitted a parts price list for a single source Agreement in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and SUPPLIER, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF WORK
SUPPLIER agrees to provide the goods as set forth in Exhibit A, Scope of Work, which is attached hereto and made a part hereof.

ARTICLE 2. EXHIBITS INCORPORATED
This Agreement consists of a primary contract and four exhibits, which are as follows:

Exhibit A Scope of Work
Exhibit B Pricing Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date").

This Agreement shall remain in force through August 16, 2021 unless terminated by COUNTY pursuant to Article 8, but not to exceed two years for the initial term.

B. COUNTY reserves the right to extend the initial term of two years for an additional three one-year periods not to exceed a total of five years.

ARTICLE 4. COMPENSATION

The quoted pricing specified in **Exhibit B** shall be pricing for the goods provided and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

The maximum not-to-exceed amount for the provision of goods hereunder shall not exceed Four Million Dollars and No Cents, ($4,000,000.00).

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. COUNTY shall approve of all invoices prior to payment.

B. COUNTY shall have forty-five (45) days from the receipt of a proper invoice seeking payment of the invoice amount

C. COUNTY will notify SUPPLIER that the delivered goods, or any part thereof, is unacceptable, within 20 days of receipt of an invoice and provide SUPPLIER opportunity to cure the deficiency.

D. If an invoice is rejected by the COUNTY and the SUPPLIER submits a corrected invoice which resolves the deficiency, the corrected (proper) invoice will be paid or rejected on the later of:

1. Ten business days after the date the corrected invoice is stamped as received; or
2. If approval by the COUNTY'S governing board is required, the first business day after the next regularly scheduled meeting of the board held after the corrected invoice is stamped as receive.

E. Any dispute between COUNTY and SUPPLIER with regard to the invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 9 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF SUPPLIER

A. SUPPLIER shall perform the work in accordance with the terms and conditions of this Agreement.

B. SUPPLIER shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the goods provided pursuant to this Agreement. SUPPLIER attests to this via

an Affidavit of No Conflict, **Exhibit C**.

C. COUNTY may require in writing that SUPPLIER remove from the provision of goods any of SUPPLIER'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to goods covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that SUPPLIER is given written notice thereof.

B. COUNTY shall perform the responsibilities enumerated in this Article at no cost to SUPPLIER.

ARTICLE 8. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to SUPPLIER, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

    a. Failure to provide products that comply with the specifications herein or that fail to meet COUNTY'S performance standards;

    b. Failure to deliver the supplies within the time specified in this Agreement; or

    c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to SUPPLIER, affording SUPPLIER the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of SUPPLIER in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, SUPPLIER shall be liable for any damage

to COUNTY resulting from SUPPLIER'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, SUPPLIER shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, SUPPLIER shall stop work on the date specified;

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide SUPPLIER a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, SUPPLIER shall be entitled to payment for all goods provided to the satisfaction of the COUNTY under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the SUPPLIER to properly perform pursuant to this Agreement. SUPPLIER shall not be entitled to any other compensation, including anticipated profits on unperformed work.

ARTICLE 9. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.

A. If a dispute between the COUNTY and SUPPLIER cannot be resolved, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction agreement. the dispute must be resolved as follows:

    1. The undisputed portion of an invoice will be paid timely as shown above in Article 5.
    2. Proceedings to resolve the dispute will commence no later than 45 days after the date on which the invoice was received and be concluded by final decision not later than 60 days after the date on which the invoice was received.
    3. If the dispute is resolved in favor of the COUNTY, then interest charges shall begin to accrue 15 days after the dispute is resolved.
    4. If the dispute is resolved in favor of the SUPPLIER, then interest shall begin to accrue as of the original date the payment became due.

B. SUPPLIER agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 10. COMPLIANCE WITH LAWS

All goods provided by SUPPLIER pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. SUPPLIER shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 11. NON-DISCRIMINATION

SUPPLIER shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. SUPPLIER shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. SUPPLIER shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate SUPPLIER'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or SUPPLIER made by any local, state or federal agency. To the extent such materials are in the possession of a third party, SUPPLIER must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. SUPPLIER shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. SUPPLIER shall obtain any licenses required to provide the Scope of Work and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by SUPPLIER. SUPPLIER shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 13. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent SUPPLIER is providing goods on behalf of COUNTY, SUPPLIER shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to provide the goods.

B. Upon request from COUNTY'S custodian of public records, provide COUNTY 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, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to provide the goods. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845
Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

ARTICLE 14. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be

limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 16. INSURANCE

A. SUPPLIER shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products delivered under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by SUPPLIER and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 17. SOLICITATION OF AGREEMENT

SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for SUPPLIER, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or

contingent fee.

ARTICLE 18. ASSIGNMENT AND SUBCONTRACTING
SUPPLIER shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event SUPPLIER asserts it is necessary to utilize the services of third parties to perform any work under this Agreement, SUPPLIER shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve SUPPLIER from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to SUPPLIER as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the SUPPLIER, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 19. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT
SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for SUPPLIER, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. LIABILITY FOR NEGLIGENCE
To the fullest extent allowed by law, the individuals performing work pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, SUPPLIER shall likewise be liable for negligent acts or omissions in the performance of the work pursuant to this Agreement.

ARTICLE 21. NOTICES
All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Fiscal Services Division/Utilities Department
Attn: Michelle Balais
4520 66th Street West
Bradenton, FL 34210
Phone: (941) 792-8811, ext. 5429
Email: michelle.balais@mymanatee.org

To SUPPLIER: Sunstate Meter and Supply, Inc.
Attn: Jeff Kimbrough
14001 W. Newberry Road
Newberry, FL 32669
Phone: (352) 516-9791
Email: jeff@jimbroughsales.com

ARTICLE 22. RELATIONSHIP OF PARTIES
The relationship of SUPPLIER to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to SUPPLIER or any of the officers, employees, personnel, agents, or sub-contractors of SUPPLIER any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods to SUPPLIER in connection with this Agreement or for debts or claims accruing to such parties. SUPPLIER shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 23. NO CONFLICT
By accepting award of this Agreement, SUPPLIER, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties required hereunder.

ARTICLE 24. ETHICAL CONSIDERATIONS
SUPPLIER recognizes that in rendering the work pursuant to the provisions of this Agreement, SUPPLIER is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition SUPPLIER shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the work. SUPPLIER shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of work rendered to COUNTY.

ARTICLE 25. PUBLIC ENTITY CRIMES
SUPPLIER has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that SUPPLIER comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 26. TAXES
COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, SUPPLIER is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect SUPPLIER'S normal tax liability.

SUPPLIER shall be responsible for payment of federal, state, and local taxes which may be

imposed upon SUPPLIER under applicable law to the extent that SUPPLIER is responsible for the payment of same under applicable law.

ARTICLE 27. FORCE MAJEURE
Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 28. GOVERNING LAW, JURISDICTION AND VENUE
This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 29. ATTORNEY FEES
In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 30. PATENT AND COPYRIGHT RESPONSIBILITY
Any material or design specified by SUPPLIER or supplied by SUPPLIER pursuant to this Agreement shall not knowingly infringe any patent or copyright, and SUPPLIER shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by SUPPLIER in the provision of Neptune meters and associated parts.

ARTICLE 31. AMENDMENTS
This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 32. SEVERABILITY
It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 33. LEGAL REFERENCES
All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 34. HEADINGS, CONSTRUCTION
The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 35. TIME
For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 36. AUTHORITY TO EXECUTE
Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

SUNSTATE METER AND SUPPLY, INC.

By: _____

Keith Ellenburg-President
Print Name & Title of Above Signer

Date: August 5,2019

MANATEE COUNTY, a political subdivision of the State of Florida

By: _____

Theresa Webb, M.A., CPPO, CPPB, CPSM, C.P.M., Procurement Official.

Date: August 20, 2019

EXHIBIT A, SCOPE OF WORK
AGREEMENT NUMBER 19-R072004CB

1.01 SCOPE

Supplier shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Neptune meters, related parts, and accessories (Products) on an "as needed" basis that will meet the requirements of this Agreement.

1.02 GENERAL REQUIREMENTS

A. Deliver parts FOB Destination.
B. Items can be deleted or added at any time during the term of this Agreement by means of a written amendment.
C. Obtain pre-approval by the County prior to making any substitutions.

1.03 SERVICE REQUIREMENTS

Suppliers' services include, but are not limited to the following:

A. Making deliveries to Manatee County Utilities Warehouse, 4520 66th Street West, Bradenton, FL 34210 between 7:00 AM and 3:30 PM.
B. Providing a delivery ticket with each delivery to include date of deliver/service, description, quality, deliver/service location, PO number, and Release Order number.
C. Obtaining an authorized signature from the County representative receiving the Product(s).
D. At its own expense, pick up any Product delivered that does not meet the performance and quality assurance set forth by the County. At the County's discretion the Supplier will be required to replace or provide full credit for any and all returned products within 72 hours of pickup.
E. Make deliveries of new parts within forty-five (45) days of receipt of an order, with a goal of delivery within 30 days of receipt of an order.
F. Notify the County within 90 days of manufacturer's plant shut down.

1.04 ACCESSIBILITY

Supplier shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Supplier shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Supplier shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

1.05 COUNTY RESPONSIBILITIES

A. The County will provide written notice of warranted defective product to the Supplier within the period of guarantee.
B. The County reserves the right to reject any or all materials if, in its judgement, the item reflects unsatisfactory workmanship or manufacturing or shipping damage.

1.06 PRICE ESCALATION/DE-ESCALATION

Supplier fees for Neptune meters, related parts, and accessories shall remain firm for a minimum of two years after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the Bureau of Labor Statistics Totalizing Fluid Meters and Counting

Devices Index (PCU3345143345141) change in most recent 12-month period. No more than one price increase is allowed in a 24-month period.

END OF EXHIBIT A

EXHIBIT B, PRICING SCHEDULE

A. **FEES**

Supplier pricing for Neptune meters and associated parts shall be as shown on the following Pricing Pages and shall remain firm for a minimum of two years after execution of the Agreement.

B. **ESCALATION/DE-ESCALATION**

Any escalation or de-escalation in pricing thereafter will be based on the Bureau of Labor Statistics Totalizing Fluid Meters and Counting Devices Index number PCU3345143345141 change in the most recent 12-month period. No more than one price increase is allowed in a 24-month period.

EXHIBIT B, PRICING PAGES

	A	B	C	D
1				
2	**Manatee County**		**Sunstate Meter & Supply, Inc. - Neptune Products**	
3				
4	**Warehouse Stock #**	**Part Number**	**Item Description**	**Unit Price**
5	3W1110	ED2B31R8G1S418	5/8"x3/4" T10 PB Meter W/ Direct Read Gallon Register	$ 46.88
6	3W1265	ED2B31RCG3S418	5/8"x3/4" T10 PB Meter W/ Direct Read RECLAIMED Gallon Register	$ 46.88
7			5/8"x3/4" T10 PB Meter W/ ProCoder Gallon Register & Pigtail	$ 106.88
8	3W1111	ED2B31RPWG11S908	5/8"x3/4" T10 PB Meter W/ProCoder R900i V4 Gallon Register	$ 180.00
9	3W1267	ED2B31RPWG11S895	5/8"x3/4" T10 PB Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 180.00
10			5/8"x3/4" T10 PB Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 210.00
11				
12	3W1115	ED2D1R8G1S418	3/4" T10 BB Meter W/ Direct Read Gallon Register	$ 80.00
13	3W1270	ED2D21RCG3S418	3/4" T10 BB Meter W/ Direct Read RECLAIMED Gallon Register	$ 80.00
14			3/4" T10 BB Meter W/ ProCoder Gallon Register & Pigtail	$ 140.00
15	3W1116	ED2D21RPWG11S908	3/4" T10 BB Meter W/ProCoder R900i V4 Gallon Register	$ 209.00
16	3W1271	ED2D21RPWG11S895	3/4" T10 BB Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 209.00
17			3/4" T10 BB Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 239.00
18				
19	3W1120	ED2F21R8G1S418	1" T10 BB Meter W/ Direct Read Gallon Register	$ 137.50
20	3W1250	ED2F21RCG3S418	1" T10 BB Meter W/Direct Read RECLAIMED Gallon Register	$ 137.50
21			1" T10 BB Meter W/ ProCoder Gallon Register & Pigtail	$ 197.50
22	3W1121	ED2F21RPWG11S908	1" T10 BB Meter W/ProCoder R900i V4 Gallon Register	$ 256.00
23	3W1251	ED2F21RPWG11S895	1" T10 BB Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 256.00
24			1" T10 BB Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 286.00
25				
26	3W1116	ED2H21R8G2S418	1 1/2" T10 Meter W/ Direct Read Gallon Register	$ 312.50
27			1 1/2" T10 Meter W/ ProCoder Gallon Register & Pigtail	$ 372.50
28	3W1126	ED2H21RPWG11S908	1 1/2" T10 Meter W/ProCoder R900i V4 Gallon Register	$ 421.00
29			1 1/2" T10 Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 451.00
30				
31	3W1130	ED2J21R8G2S418	2" T10 Meter W/ Direct Read Gallon Register	$ 440.65
32			2" T10 Meter W/ ProCoder Gallon Register & Pigtail	$ 500.65
33	3W1131	ED2J21RPWG11S908	2" T10 Meter W/ProCoder R900i V4 Gallon Register	$ 545.00
34			2" T10 Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 575.00
35				
36			1 1/2" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 558.90
37		ET4HRPWG11S908	1 1/2" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 618.90
38	3W1356	ET4HRPWG11S895	1 1/2" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 618.90
39			1 1/2" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 648.90
40				
41			2" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 560.00
42		ET4ARPWG11S908	2" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 620.00
43	3W1352	ET4ARPWG11S895	2" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 620.00
44			2" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 650.00
45				

	A	B	C	D
46			3" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 976.50
47		ET4BRPWG11S908	3" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 1,036.50
48	3W1276	ET4BRPWG11S895	3" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 1,036.50
49			3" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 1,066.50
50				
51			4" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 1,098.53
52		ET4CRPWG11S908	4" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 1,158.53
53	3W1281	ET4CRPWG11S895	4" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 1,158.53
54			4" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 1,188.53
55				
56			6" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 1,860.73
57		ET4DRPWG11S908	6" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 1,920.73
58	3W1286	ET4DRPWG11S895	6" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 1,920.73
59			6" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 1,950.73
60				
61			8" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 2,516.00
62		ET4ERPWG11S908	8" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 2,756.00
63		ET4ERPWG11S895	8" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 2,756.00
64			8" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 2,786.00
65				
66			10" HPT Meter W/ ProCoder Gallon Register & Pigtail	$ 4,543.00
67		ET4FRPWG11S908	10" HPT Meter W/ProCoder R900i V4 Gallon Register	$ 4,603.00
68		ET4FRPWG11S895	10" HPT Meter W/ProCoder R900i V4 RECLAIMED Gallon Register	$ 4,603.00
69			10" HPT Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Antenna	$ 4,633.00
70				
71			2" Tru Flo Compound Meter W/ProCoder Gallon Register & Pigtail	$ 1,360.73
72			2" Tru Flo Compound Meter W/ProCoder R900i V4 Gallon Register	$ 1,420.73
73			2" Tru Flo Compound Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 1,480.73
74				
75			3" Tru Flo Compound Meter W/ProCoder Gallon Register & Pigtail	$ 2,013.00
76	3W1206	EC3BRPWG11S908	3" Tru Flo Compound Meter W/ProCoder R900i V4 Gallon Register	$ 2,073.00
77			3" Tru Flo Compound Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 2,133.00
78				
79			4" Tru Flo Compound Meter W/ProCoder Gallon Register & Pigtail	$ 2,366.82
80	3W1121	EC3CRPWG11S908	4" Tru Flo Compound Meter W/ProCoder R900i V4 Gallon Register	$ 2,426.82
81			4" Tru Flo Compound Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 2,486.82
82				
83			6" Tru Flo Compound Meter W/ProCoder Gallon Register & Pigtail	$ 3,964.40
84	3W1216	EC3DRPWG11S908	6" Tru Flo Compound Meter W/ProCoder R900i V4 Gallon Register	$ 4,024.40
85			6" Tru Flo Compound Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 4,084.40
86				
87			4"x1" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 6,469.41
88		EP7C1RPWG11S908	4"x1" HPPIIIS FS Meter W/ProCoder R900i V4 Gallon Register	$ 6,529.41
89			4"x1" HPPIIIS FS Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 6,589.41
90				

	A	B	C	D
91			6"x1 1/2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 10,528.25
92	3W1220	EP7D1RPWG11S908	6"x1 1/2" HPPIIIS FS Meter W/ProCoder R900i V4 Gallon Register	$ 10,588.25
93			6"x1 1/2" HPPIIIS FS Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 10,648.25
94				
95			8"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 13,175.30
96	3W1292	EP7E1RPWG11S908	8"x2" HPPIIIS FS Meter W/ProCoder R900i V4 Gallon Register	$ 13,235.30
97			8"x2" HPPIIIS FS Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 13,295.30
98				
99			10"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 16,381.76
100	3W1222	EP7F1RPWG11S908	10"x2" HPPIIIS FS Meter W/ProCoder R900i V4 Gallon Register	$ 16,441.76
101			10"x2" HPPIIIS FS Meter W/ProCoder R900i V5 Gallon Register & Pit Lid Ant.	$ 16,501.76
102				
103		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
104		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
105		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
106		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
107		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
108		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
109				
110		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
111	3W1230	53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
112	3W1235	53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
113	3W1240	52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
114	3W1245	52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
115	3W1247	52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
116				
117		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
118		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
119		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
120		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
121		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
122		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
123				
124			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
125			5/8"x3/4" Mach 10 Meter W/ R900i V4 Gallon Register	$ 286.60
126			5/8"x3/4" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 316.60
127				
128			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
129			3/4" Mach 10 Meter W/ R900i V4 Gallon Register	$ 306.60
130			3/4" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 336.60
131				
132			1" Mach 10 Meter W/ Pigtail	$ 240.00
133			1" Mach 10 Meter W/ R900i V4 Gallon Register	$ 346.00
134			1" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 376.60
135				

	A	B	C	D
136			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
137			1 1/2" Mach 10 Meter W/ R900i V4 Gallon Register	$ 706.60
138			1 1/2" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 736.60
139				
140			2" Mach 10 Meter W/ Pigtail	$ 733.00
141			2" Mach 10 Meter W/ R900i V4 Gallon Register	$ 840.00
142			2" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna	$ 870.00
143				
144			3" Mach 10 Meter W/ Pigtail *(When available)*	$ 2,266.00
145			3" Mach 10 Meter W/ R900i V4 Gallon Register (When available)	$ 2,376.00
146			3" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna (When available)	$ 2,403.00
147				
148			4" Mach 10 Meter W/ Pigtail *(When available)*	$ 2,930.00
149			4" Mach 10 Meter W/ R900i V4 Gallon Register (When available)	$ 3,040.00
150			4" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna (When available)	$ 3,070.00
151				
152			6" Mach 10 Meter W/ Pigtail *(When available)*	$ 4,933.00
153			6" Mach 10 Meter W/ R900i V4 Gallon Register (When available)	$ 5,040.00
154			6" Mach 10 Meter W/ R900i V5 Gallon Register & Pit Lid Antenna (When available)	$ 5,070.00
155				
156	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
157				
158			Any Size/Model Direct Read Register Assy. In Plastic Enclosure & Lid	$26.00
159			Any Size/Model ProCoder Pit Style Register	$ 70.00
160			Any Size/Model ProCoder R900i V4 Pit Style Register	$ 159.00
161			Any Size/Model ProCoder R900i V5 Pit Style Register & Pit Lid Antenna	$ 193.00
162			Price Adder for Ecoder Option on any ProCoder Regiser	$ 6.00
163				
164			R900 Wall MIU - 25' Cable	$ 100.00
165			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
166			R900 Pit Lid Antenna - 6'	$ 25.00
167			R900 Pit Lid Antenna - 20'	$ 33.00
168			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
169				
170			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
171			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
172			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
173			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
174				
175			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver *(as long as available)*	$ 5,950.00
176			Trimble Ranger 3 Charging and Communications Cradle *(as long as available)*	$ 498.00
177				
178			R900 Belt Clip Transceiver v3.0	$ 2,500.00
179				
180			MRX920v4 Mobile Data Collector	$ 9,950.00

	A	B	C	D
181			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 147.90
182			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
183				
184			R900 LoRa v5 Fixed Network Collector Complete W/Antenna (complete)	$ 9,300.00
185				
186			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
187			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
188			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
189			R900 Gateway antenna	$ 362.50
190				
191			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
192			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
193			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
194			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
195			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
196			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
197				
198			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
199			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
200			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
201			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
202			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
203			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
204				
205			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
206			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
207			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
208			Neptune 360 Professional Services (per hour fee)	$ 433.00
209				
210			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
211				
212			**Pricing Term: August 17, 2019 - August 16, 2021**	
213				
214			***Sunstate Meter & Supply, Inc.***	
215			***14001 W. Newberry Road***	
216			***Newberry, Fl. 32669***	
217			**Phone: 352-332-7106**	
218			**Fax: 352-332-5604**	
219			**Toll Free: 800-342-3409**	
220			**Contact: Jeff Kimbrough - Director of Sales**	
221			**Cell Phone: 352-516-9791**	
222			**Email: jeff@kimbroughsales.com**	
223			*Jeff Kimbrough - 6/20/19*	



Water Parts Price List
Form U676-21 (Replaces U676-20)

EFFECTIVE JULY 1, 2019

T-10® Residential Meters 4
T-10® Backflow Meter - Double Check 5
Small Meter Accessories 6
Large TRU/FLO® Meters 6
Large HP PROTECTUS® Meters 9
PROTECTUS® Trident® Meters 15
Large HP Turbine Meters 16
Large Trident® Turbine 19
Large Fire Service Meters 20
Fire Hydrant Meters 20
Strainers 21
UMEs 22
Large Meter Accessories 27
Reading Systems MIU 28
Reading Systems Probes 29
Reading Systems Field Programmers 29
Reading Systems Handhelds 29
Reading Systems Mobile 29
Reading Systems R450™ Fixed Network 30
Reading Systems R900® Gateway Fixed Network 30
Neptune® 360™ Data Platform 30
Reading Systems Receptacles 31
TRICON®/S 31
TRICON/E® 35
SmartTrol™ 36
FLOSEARCH® 36
Registers Direct Read 36
Registers E-CODER® Inside 37
Registers E-CODER® Pit 37
Registers E-CODER®)R900*i* ™ Inside 38
Registers E-CODER®)R900*i* ™ Pit 39
Registers ProCoder™ Inside 40
Registers ProCoder™ Pit 40
Registers ProCoder)TC Inside 40
Registers ProCoder)TC Pit 41
Registers ProCoder™)R900*i*™ Inside 41
Registers ProCoder™)R900*i*™ Pit 41
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Description	Part Number	Part Description	List Price
SMALL METERS T-10 5/8"	81-500	THRUST ROLLER 5/8 & 3/4 T-10	$0.32
SMALL METERS T-10 5/8"	..1787-101	SPUD PLUG W/PULLRING for 5/8 & 3/4 METERS	$0.96
SMALL METERS T-10 5/8"	..1788-008	SPUD CAP PLASTIC 5/8 METERS	$0.24
SMALL METERS T-10 5/8"	..6110-010	COUPLING WASHER 5/8 LEATHER	$0.50
SMALL METERS T-10 5/8"	..6110-013	COUPLING WASHER 5/8 .095 RUBBER	$0.64
SMALL METERS T-10 5/8"	..6724-003	MAGNET-DRIVE	$0.96
SMALL METERS T-10 5/8"	..8340-069	GASKET 2.985 X 3.490 X .120	$0.64
SMALL METERS T-10 5/8"	..8340-072	GASKET/LINER MOLDED 5/8 NT-10	$1.14
SMALL METERS T-10 5/8"	..8353-105	BOLT & WASHER 5/16 .93 LG 316 SST	$1.50
SMALL METERS T-10 5/8"	..8353-106	BOLT & WASHER 5/16 .93 LG 302 SST	$0.64
SMALL METERS T-10 5/8"	..9386-001	O-RING, SQUARE 5/8 T-10 CHAMBER	$0.82
SMALL METERS T-10 5/8"	..9386-004	O-RING, SQUARE 5/8 NT-10	$0.86
SMALL METERS T-10 5/8"	..9391-001	DIAPHRAGM 5/8 T-10	$0.50
SMALL METERS T-10 5/8"	..9397-010	BOTTOM CAP, C/I 5/8 T-10	$5.64
SMALL METERS T-10 5/8"	..9397-012	BOTTOM CAP CAST TO SIZE 5/8 NT-10 C/I	$5.64
SMALL METERS T-10 5/8"	..9397-123	BOTTOM CAP BRONZE 5/8 T-10 CAST TO SIZE	$18.90
SMALL METERS T-10 5/8"	..9397-124	BOTTOM CAP CAST TO SIZE 5/8 NT-10 BRZ	$23.16
SMALL METERS T-10 5/8"	..9397-501	BOTTOM CAP PLS 5/8 T-10 MOLD	$6.44
SMALL METERS T-10 5/8"	..9397-503	BOTTOM CAP MOLD TO SIZE 5/8 NT-10 PLASTIC	$6.44
SMALL METERS T-10 5/8"	..9398-001	LINER-BOTTOM CAP 5/8 T-10	$1.14
SMALL METERS T-10 5/8"	..9399-005	STRAINER 5/8 T-10	$1.14
SMALL METERS T-10 5/8"	..9399-006	STRAINER 5/8 NT-10	$1.14
SMALL METERS T-10 5/8"	..9400-600	CHAMBER COMPLETE 5/8 T-10 PLS MOLD TO SIZE	$25.76
SMALL METERS T-10 5/8"	..9400-900	CHAMBER COMPLETE 5/8 NT-10	$25.76
SMALL METERS T-10 3/4"	81-500	THRUST ROLLER 5/8 & 3/4 T-10	$0.32
SMALL METERS T-10 3/4"	..1787-101	SPUD PLUG W/PULLRING FOR 5/8 & 3/4 METERS	$0.96
SMALL METERS T-10 3/4"	..1789-008	SPUD CAP PLASTIC 3/4 METERS	$0.24
SMALL METERS T-10 3/4"	..6111-004	COUPLING WASHER 3/4 LEATHER	$0.64
SMALL METERS T-10 3/4"	..6111-012	COUPLING WASHER 3/4 RUBBER	$0.82
SMALL METERS T-10 3/4"	..6724-003	MAGNET-DRIVE	$0.96
SMALL METERS T-10 3/4"	..8340-034	GASKET 3.565 X 4.045 X .120	$1.28
SMALL METERS T-10 3/4"	..8353-105	BOLT & WASHER 5/16 .93 LG 316 SST	$1.50
SMALL METERS T-10 3/4"	..8353-106	BOLT & WASHER 5/16 .93 LG 302 SST	$0.64
SMALL METERS T-10 3/4"	..9386-002	O-RING 3/4 T-10	$1.94
SMALL METERS T-10 3/4"	..9826-200	MEASURING CHAMBER COMPLETE 3/4 T-10 MOLD TO SIZE	$34.46
SMALL METERS T-10 3/4"	..9829-001	DIAPHRAGM 3/4 T-10	$0.64
SMALL METERS T-10 3/4"	..9831-001	STRAINER 3/4 T-10	$1.28
SMALL METERS T-10 3/4"	..9832-001	LINER BOTTOM CAP 3/4 T-10	$2.10
SMALL METERS T-10 3/4"	..9833-010	BOTTOM CAP C/I 3/4 T-10 CAST-TO-SIZE PAINTED	$12.88
SMALL METERS T-10 3/4"	..9833-024	BOTTOM CAP BRZ 3/4 T-10 CAST-TO-SIZE	$27.38
SMALL METERS T-10 1"	...190-500	THRUST ROLLER 1 PLS DISC	$0.50
SMALL METERS T-10 1"	..1787-102	SPUD PLUG W/PULLRING for 1" METER	$1.28

Description	Part Number	Part Description	List Price
SMALL METERS T-10 1”	..1790-007	SPUD CAP PLASTIC 1 METERS	$2.58
SMALL METERS T-10 1”	..6112-004	COUPLING WASHER 1 LEATHER	$0.82
SMALL METERS T-10 1”	..6112-012	COUPLING WASHER 1 RUBBER	$0.96
SMALL METERS T-10 1”	..6724-003	MAGNET-DRIVE	$0.96
SMALL METERS T-10 1”	..8340-038	GASKET 4.620 X 5.145 X .120	$1.46
SMALL METERS T-10 1”	..8353-105	BOLT & WASHER 5/16 .93 LG 316 SST	$1.50
SMALL METERS T-10 1”	..8353-106	BOLT & WASHER 5/16 .93 LG 302 SST	$0.64
SMALL METERS T-10 1”	..9386-003	O-RING 1 T-10	$3.06
SMALL METERS T-10 1”	..9826-300	MEASURING CHAMBER COMPLETE 1 T-10 MOLD TO SIZE	$66.00
SMALL METERS T-10 1”	..9831-002	STRAINER 1 T-10	$1.62
SMALL METERS T-10 1”	..9840-001	DIAPHRAGM 1 T-10	$0.82
SMALL METERS T-10 1”	..9841-001	LINER BOTTOM CAP 1 T-10	$1.78
SMALL METERS T-10 1”	..9842-010	BOTTOM CAP C/I 1 T-10 BLACK	$21.74
SMALL METERS T-10 1”	..9842-024	BOTTOM CAP 1 T-10 BRZ CAST-TO-SIZE	$49.00
INTERMEDIATE T-10 1 1/2”	..1784-015	SPUD PLUG 1 1/2 FLANGED	$2.10
INTERMEDIATE T-10 1 1/2”	..8307-051	BOLT HEX 7/16-14 1 1/8 SST 302/304	$2.58
INTERMEDIATE T-10 1 1/2”	..8315-029	PIPE PLUG 1 MACHINING T-10 TEST PORT	$24.54
INTERMEDIATE T-10 1 1/2”	..8316-607	O-RING SQUARE 1 1/2 T-10	$4.50
INTERMEDIATE T-10 1 1/2”	..9083-001	GASKET, M/C 1 1/2 T-10	$3.70
INTERMEDIATE T-10 1 1/2”	..9084-001	STRAINER 1 1/2 T-10	$3.70
INTERMEDIATE T-10 1 1/2”	..9086-101	DIAPHRAGM 1 1/2 T-10 NEW	$6.28
INTERMEDIATE T-10 1 1/2”	..9097-000	CONTROL BLOCK ASSEMBLY 100,000U T-10	$12.08
INTERMEDIATE T-10 1 1/2”	..9098-600	MEASURING CHAMBER ASSEMBLY 100,000U T-10 MTS	$150.22
INTERMEDIATE T-10 1 1/2”	..9850-100	THRUST ROLLER 1 1/2 & 2	$3.22
INTERMEDIATE T-10 2”	..1784-019	SPUD PLUG 2 SCREW END	$2.42
INTERMEDIATE T-10 2”	..1784-026	SPUD PLUG 2 FLANGE SPECIAL	$5.16
INTERMEDIATE T-10 2”	..8307-051	BOLT HEX 7/16-14 1 1/8 SST 302/304	$2.58
INTERMEDIATE T-10 2”	..8315-029	PIPE PLUG 1 MACHINING T-10 TEST PORT	$24.54
INTERMEDIATE T-10 2”	..8316-606	O-RING SQUARE 2 T-10	$5.00
INTERMEDIATE T-10 2”	..9083-002	GASKET, M/C 2 T-10	$7.26
INTERMEDIATE T-10 2”	..9084-002	STRAINER 2 T-10	$5.16
INTERMEDIATE T-10 2”	..9086-102	DIAPHRAGM 2 T-10 NEW	$7.26
INTERMEDIATE T-10 2”	..9097-010	CONTROL BLOCK ASSEMBLY 2 T-10	$12.88
INTERMEDIATE T-10 2”	..9098-610	MEASURING CHAMBER ASSEMBLY 2 T-10 MTS	$193.20
INTERMEDIATE T-10 2”	..9850-100	THRUST ROLLER 1 1/2 & 2	$3.22
BACKFLOW T-10 5/8”	..1788-008	SPUD CAP PLASTIC 5/8 METERS	$0.24
BACKFLOW T-10 5/8”	..1789-008	SPUD CAP PLASTIC 3/4 METERS	$0.24
BACKFLOW T-10 5/8”	..5500-163	CHECK VALVE REMOVAL TOOL	$120.00
BACKFLOW T-10 5/8”	..8315-023	PIPE PLUG 1/4 NPT THREADS 5/8 BACKFLOW	$0.32
BACKFLOW T-10 5/8”	..8316-046	O-RING 1/16 DIA .176 ID	$0.72
BACKFLOW T-10 5/8”	..8316-120	O-RING 3/32 DIA 1.799 ID	$0.56

Description	Part Number	Part Description	List Price
BACKFLOW T-10 5/8"	..8316-121	O-RING 3/32 DIA 1.987 ID	$1.46
BACKFLOW T-10 5/8"	..8340-069	GASKET 2.985 X 3.490 X .120	$0.64
BACKFLOW T-10 5/8"	..8353-105	BOLT & WASHER 5/16 .93 LG 316 SST	$1.50
BACKFLOW T-10 5/8"	..8353-106	BOLT & WASHER 5/16 .93 LG 302 SST	$0.64
BACKFLOW T-10 5/8"	..8356-534	COMPRESSION SPRING 1.512 OD	$1.14
BACKFLOW T-10 5/8"	..8368-816	TEST COCK 5/8 METER/BACKFLOW	$18.20
BACKFLOW T-10 5/8"	..8579-037	RETAINER RING 5/16 SHAFT SST	$1.46
BACKFLOW T-10 5/8"	..8579-308	SNAP RING ROTOR CLIP KM-218SJ	$5.48
BACKFLOW T-10 5/8"	..9397-010	BOTTOM CAP, C/I 5/8 T-10	$5.64
BACKFLOW T-10 5/8"	..9397-501	BOTTOM CAP, PLS 5/8 T-10 MOLD	$6.44
BACKFLOW T-10 5/8"	..9398-001	LINER-BOTTOM CAP 5/8 T-10	$1.14
BACKFLOW T-10 5/8"	..9399-004	STRAINER 5/8 T-10 BACKFLOW & PART ORDER	$1.14
BACKFLOW T-10 5/8"	..9400-600	CHAMBER COMPLETE 5/8 T-10 PLS MOLD TO SIZE	$25.76
BACKFLOW T-10 5/8"	.11918-002	KNOB SHUT OFF 5/8 METER/BACKFLOW	$0.82
BACKFLOW T-10 5/8"	.11919-001	END PLATE DOUBLE CHECK 5/8 METER/BACKFLOW	$7.08
BACKFLOW T-10 5/8"	.11922-001	HOUSING UNIVERSAL 5/8 METER/BACKFLOW	$1.94
BACKFLOW T-10 5/8"	.11923-001	HOOP TEST PORT 5/8 METER/BACKFLOW	$0.96
BACKFLOW T-10 5/8"	.11925-001	HOUSING SINGLE METER 5/8 METER/BACKFLOW	$1.94
BACKFLOW T-10 5/8"	.11926-001	SPRING RETAINER GUIDE 5/8 METER/BACKFLOW	$1.14
BACKFLOW T-10 5/8"	.11927-001	STRAINER MOLDED 5/8 METER/BACKFLOW	$0.96
BACKFLOW T-10 5/8"	.11937-001	STEM 5/8 METER/BACKFLOW	$5.32
BACKFLOW T-10 5/8"	.11950-000	POPPET VALVE ASSEMBLY 5/8 METER/BACKFLOW	$6.62
BACKFLOW T-10 5/8"	.11951-000	SHUT OFF VALVE ASSEMBLY 5/8 METER/BACKFLOW	$12.72
BACKFLOW T-10 5/8"	.11959-000	INLET MODULE W/PLS PLATE DOUBLE	$34.54
BACKFLOW T-10 5/8"	.11959-100	CHECK #1 MODULE	$16.72
BACKFLOW T-10 5/8"	.11959-200	CHECK #2 MODULE	$16.32
BACKFLOW T-10 5/8"	.11959-300	OUTLET MODULE W/PLS PLATE DOUBLE	$31.92
BACKFLOW T-10 5/8"	.11972-001	RETAINER PLATE METER/BACKFLOW	$0.50
BACKFLOW T-10 5/8"	.11977-001	RUBBER REPAIR KIT 5/8 BACKFLOW	$16.52
SMALL METER ACCESSORIES	.41110-502	SEAL WIRE LEAD FREE	$0.96
LARGE TRU/FLO 2"	..8305-042	SCREW 10-32 1/2 PAN HD SST	$0.64
LARGE TRU/FLO 2"	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE TRU/FLO 2"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE TRU/FLO 2"	..8316-041	O-RING 1/16 DIA 3.739 ID	$8.54
LARGE TRU/FLO 2"	..8328-045	SCREW SELF-TAP 10-24 1 LG 18-8	$0.82
LARGE TRU/FLO 2"	..8329-213	BOLT 3/8-16 1 1/4 LG SST HEX HD	$2.38
LARGE TRU/FLO 2"	..8340-062	SEAL RING 1 1/2 & 2 HP	$40.26
LARGE TRU/FLO 2"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE TRU/FLO 2"	..8396-007	SCREW 10-32 3/8 LG FIL HD SST 304	$0.32
LARGE TRU/FLO 2"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE TRU/FLO 2"	..8568-010	WASHER .200 .359 .031 316	$2.80
LARGE TRU/FLO 2"	..9399-002	STRAINER 2 & 3 T/F	$1.14

Description	Part Number	Part Description	List Price
LARGE TRU/FLO 2″	..9399-003	STRAINER 2 HP-TRU/FLO	$4.50
LARGE TRU/FLO 2″	..9400-600	CHAMBER COMPLETE 5/8 T-10 PLS MOLD TO SIZE	$25.76
LARGE TRU/FLO 2″	..9484-013	DRIVE SLEEVE 2 HP T/F	$12.08
LARGE TRU/FLO 2″	..9485-011	DRIVE ASSEMBLY 2 HP TRU/FLO	$19.32
LARGE TRU/FLO 2″	..9605-501	SPACER KIT 2 HP-TRU/FLO CONVERSION OLD TO NEW HP	$273.00
LARGE TRU/FLO 2″	..9672-001	VALVE SEAL 2 HP-TRU/FLO	$5.64
LARGE TRU/FLO 2″	..9674-001	RETAINER RING 2 HP-TRU/FLO	$7.64
LARGE TRU/FLO 2″	..9675-001	GASKET, M/C 2 HP-TRU/FLO	$6.36
LARGE TRU/FLO 2″	..9676-100	COVER ASSEMBLY 2 HP T/F	$2,186.38
LARGE TRU/FLO 2″	..9678-001	CHAMBER PLATE HP-TRU/FLO 2	$24.16
LARGE TRU/FLO 2″	..9679-001	DOOR THROTTLE VALVE 2 HP-T/F	$0.88
LARGE TRU/FLO 2″	..9680-001	THROTTLE VALVE 2 HP-TRU/FLO	$0.88
LARGE TRU/FLO 2″	..9681-004	VALVE ASSEMBLY KIT 2 HP TRU/FLO	$109.26
LARGE TRU/FLO 2″	..9685-004	METER GASKET KIT 2 HP T/F	$56.36
LARGE TRU/FLO 2″	..9855-001	STRAINER 1 1/2 & 2 HP TURBINE	$12.08
LARGE TRU/FLO 2″	..9856-001	LOCK RING HP TURBINE 1 1/2 & 2	$2.10
LARGE TRU/FLO 2″	..9861-000	MEASURING CHAMBER ASSEMBLY 2 HP TRU/FLO	$442.76
LARGE TRU/FLO 2″	.11097-610	CALIBRATION VANE ASSEMBLY 2 HP T/F	$60.78
LARGE TRU/FLO 2″	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRU/FLO 3″	..8305-042	SCREW 10-32 1/2 PAN HD SST	$0.64
LARGE TRU/FLO 3″	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE TRU/FLO 3″	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE TRU/FLO 3″	..8316-274	O-RING 1/8 DIA 3 3/4 ID	$4.60
LARGE TRU/FLO 3″	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
LARGE TRU/FLO 3″	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE TRU/FLO 3″	..8340-019	VALVE SEAL 2 & 3 T/F	$4.04
LARGE TRU/FLO 3″	..8340-063	SEAL RING 3 TRU/FLO	$46.70
LARGE TRU/FLO 3″	..8340-066	VALVE SEAL 3 TRU/FLO	$7.26
LARGE TRU/FLO 3″	..8341-312	GASKET MAINCASE 3 T/F	$5.32
LARGE TRU/FLO 3″	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE TRU/FLO 3″	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE TRU/FLO 3″	..8568-012	WASHER .281 .625 .045 316	$0.50
LARGE TRU/FLO 3″	..8579-033	RETAINER RING 3/4 SHAFT SST	$3.70
LARGE TRU/FLO 3″	..8579-305	SNAP RING ROTOR CLIP CG-400SJ	$28.00
LARGE TRU/FLO 3″	..9399-002	STRAINER 2 & 3 T/F	$1.14
LARGE TRU/FLO 3″	..9400-600	CHAMBER COMPLETE 5/8 T-10 PLS MOLD TO SIZE	$25.76
LARGE TRU/FLO 3″	..9406-001	CHAMBER PLATE 2 & 3 T/F PASSIV	$15.30
LARGE TRU/FLO 3″	..9409-003	COVER ASSEMBLY 3 T/F	$1,807.70
LARGE TRU/FLO 3″	..9425-001	SEAL-THROTTLE VALVE 3 T/F	$25.00
LARGE TRU/FLO 3″	..9429-011	THROTTLE VALVE ASSEMBLY SST 2 & 3	$233.46
LARGE TRU/FLO 3″	..9429-101	THROTTLE VALVE ASSEMBLY 3 T/F	$233.46
LARGE TRU/FLO 3″	..9439-001SP00	MEASURING CHAMBER ASSEMBLY 3 TRU/FLO PO	$781.66
LARGE TRU/FLO 3″	..9484-008	DRIVE SLEEVE 3 T/F	$12.80

Description	Part Number	Part Description	List Price
LARGE TRU/FLO 3”	..9485-006	DRIVE ASSEMBLY 2 & 3 T/F	$21.74
LARGE TRU/FLO 3”	..9571-110	THROTTLE VALVE ASSEMBLY 3 AFTER 2001	$95.00
LARGE TRU/FLO 3”	..9681-001	VALVE ASSEMBLY KIT 3 TRU/FLO	$442.76
LARGE TRU/FLO 3”	..9685-001	METER GASKET KIT 2 & 3 T/F	$64.40
LARGE TRU/FLO 3”	.11097-600	CALIBRATION VANE ASSEMBLY 2 & 3 T/F	$60.00
LARGE TRU/FLO 3”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRU/FLO 3”	.56311-003	DIAPHRAGM 3, 4 & 6 TRU/FLO MACH	$40.26
LARGE TRU/FLO 4”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE TRU/FLO 4”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE TRU/FLO 4”	..8316-276	O-RING 1/8 DIA 4 1/2 ID	$7.58
LARGE TRU/FLO 4”	..8329-006	BOLT 1/4-20 1/2 LG SST HEX HD 316 or 304	$0.82
LARGE TRU/FLO 4”	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
LARGE TRU/FLO 4”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE TRU/FLO 4”	..8340-030	VALVE SEAL 4 T/F	$8.86
LARGE TRU/FLO 4”	..8340-064	SEAL RING 4 TRU/FLO	$49.90
LARGE TRU/FLO 4”	..8340-068	VALVE SEAL 4 TRU/FLO FOR MOLDED CYLINDER	$6.66
LARGE TRU/FLO 4”	..8341-313	GASKET MAINCASE 4 T/F	$7.26
LARGE TRU/FLO 4”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE TRU/FLO 4”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE TRU/FLO 4”	..8568-012	WASHER .281 .625 .045 316	$0.50
LARGE TRU/FLO 4”	..8579-034	RETAINER RING 7/8 SHAFT SST	$5.32
LARGE TRU/FLO 4”	..8579-306	SNAP RING ROTOR CLIP CG-475SJ	$34.14
LARGE TRU/FLO 4”	..9406-002	CHAMBER PLATE 4 T/F PASSIV	$21.74
LARGE TRU/FLO 4”	..9425-002	SEAL-THROTTLE VALVE 4 T/F	$43.64
LARGE TRU/FLO 4”	..9429-012	THROTTLE VALVE ASSEMBLY SST 4 T/F	$239.90
LARGE TRU/FLO 4”	..9439-002SP00	MEASURING CHAMBER ASSEMBLY 4 TRU/FLO PO	$853.28
LARGE TRU/FLO 4”	..9484-009	DRIVE SLEEVE 4 T/F	$11.12
LARGE TRU/FLO 4”	..9485-003	DRIVE ASSEMBLY 6 T/T & 4 T/F	$16.92
LARGE TRU/FLO 4”	..9565-100	COVER ASSEMBLY 4 TRU/FLO	$2,650.18
LARGE TRU/FLO 4”	..9571-200	THROTTLE VALVE ASSEMBLY 4	$111.10
LARGE TRU/FLO 4”	..9681-002	VALVE ASSEMBLY KIT 4 TRU/FLO	$569.26
LARGE TRU/FLO 4”	..9685-002	METER GASKET KIT 4 T/F	$128.80
LARGE TRU/FLO 4”	..9826-200	MEASURING CHAMBER COMPLETE 3/4 T-10 MOLD TO SIZE	$34.46
LARGE TRU/FLO 4”	..9831-001	STRAINER 3/4 T-10	$1.28
LARGE TRU/FLO 4”	.11097-700	CALIBRATION VANE ASSEMBLY 4 T/F	$62.00
LARGE TRU/FLO 4”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRU/FLO 4”	.56311-003	DIAPHRAGM 3, 4 & 6 TRU/FLO MACH	$40.26
LARGE TRU/FLO 6”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE TRU/FLO 6”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE TRU/FLO 6”	..8316-275	O-RING 1/8 DIA 6 1/2 ID	$10.00
LARGE TRU/FLO 6”	..8329-206	BOLT 3/8-16 3/4 LG SST HEX HD	$1.28
LARGE TRU/FLO 6”	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54

Description	Part Number	Part Description	List Price
LARGE TRU/FLO 6"	..8340-065	SEAL RING 6 TRU/FLO	$59.58
LARGE TRU/FLO 6"	..8341-314	GASKET MAINCASE 6 T/F	$9.26
LARGE TRU/FLO 6"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE TRU/FLO 6"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE TRU/FLO 6"	..8579-036	RETAINER RING 1 1/8 SHFT SST	$7.40
LARGE TRU/FLO 6"	..8579-307	SNAP RING ROTOR CLIP CG-675SJ	$138.30
LARGE TRU/FLO 6"	..9406-003	CHAMBER PLATE 6 T/F PASSIV	$41.22
LARGE TRU/FLO 6"	..9425-003	SEAL-THROTTLE VALVE 6 T/F	$45.26
LARGE TRU/FLO 6"	..9429-013	THROTTLE VALVE ASSEMBLY SST 6 T/F	$264.60
LARGE TRU/FLO 6"	..9439-106	MEASURING CHAMBER COMPLETE 6 TRU/FLO	$1,440.96
LARGE TRU/FLO 6"	..9484-010	DRIVE SLEEVE 6 T/F	$12.24
LARGE TRU/FLO 6"	..9485-008	DRIVE ASSEMBLY 6 T/F	$25.44
LARGE TRU/FLO 6"	..9566-100	COVER ASSEMBLY 6 TRU/FLO W/T-10	$3,662.10
LARGE TRU/FLO 6"	..9571-300	THROTTLE VALVE ASSEMBLY 6	$143.30
LARGE TRU/FLO 6"	..9681-003	VALVE ASSEMBLY KIT 6 TRU/FLO	$1,150.24
LARGE TRU/FLO 6"	..9685-003	METER GASKET KIT 6 T/F	$152.96
LARGE TRU/FLO 6"	..9826-300	MEASURING CHAMBER COMPLETE 1 T-10 MOLD TO SIZE	$66.00
LARGE TRU/FLO 6"	..9831-002	STRAINER 1 T-10	$1.62
LARGE TRU/FLO 6"	.11097-800	CALIBRATION VANE ASSEMBLY 6 T/F	$69.44
LARGE TRU/FLO 6"	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRU/FLO 6"	.56311-003	DIAPHRAGM 3, 4 & 6 TRU/FLO MACH	$40.26
LARGE PROTECTUS 4"	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE PROTECTUS 4"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS 4"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS 4"	..8316-271	O-RING 1/8 DIA 5 7/8 ID	$6.94
LARGE PROTECTUS 4"	..8316-306	O RING 3/16 DIA 6 1/4 ID	$26.10
LARGE PROTECTUS 4"	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS 4"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS 4"	..8368-407	CHECK VALVE 1 KITZ	$190.00
LARGE PROTECTUS 4"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS 4"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS 4"	..9760-100	KNUCKLE VALVE 4 HP PROTECTUS III	$796.96
LARGE PROTECTUS 4"	.11328-230	COVER ASSEMBLY 4 SEBILOY	$966.00
LARGE PROTECTUS 4"	.11345-200	CALIBRATION VANE SPINDLE ASSEMBLY 4	$20.13
LARGE PROTECTUS 4"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS 4"	.11459-100	METER VALVE BODY 4 NEPTUNE HP PRO	$4,749.50
LARGE PROTECTUS 4"	.11460-101	STRAINER ASSEMBLY 4 NEPTUNE HP (PURC)	$5,291.02
LARGE PROTECTUS 4"	.11462-001	STRAINER BASKET 3 & 4 NEPTUNE HP	$585.56
LARGE PROTECTUS 4"	.11668-000	THROTTLE VALVE ASSEMBLY 4 HP PRO	$56.36
LARGE PROTECTUS 4"	.12763-001	ELEMENT SEAL 4 HP TURBINE	$22.79
LARGE PROTECTUS 4"	.60707-004	GASKET 4 ROUND FLANGE	$12.88

Description	Part Number	Part Description	List Price
LARGE PROTECTUS 6”	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE PROTECTUS 6”	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS 6”	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE PROTECTUS 6”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS 6”	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE PROTECTUS 6”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS 6”	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS 6”	..8316-311	O-RING 3/16 DIA 15 ID	$40.74
LARGE PROTECTUS 6”	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS 6”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS 6”	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS 6”	..8368-408	CHECK VALVE 1 1/2 KITZ	$340.00
LARGE PROTECTUS 6”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS 6”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS 6”	..9760-200	KNUCKLE VALVE 6 HP PROTECTUS III	$957.96
LARGE PROTECTUS 6”	.11328-330	COVER ASSEMBLY 6 SEBILOY	$1,449.00
LARGE PROTECTUS 6”	.11329-300	MEASURING ELEMENT ASSEMBLY 6	$724.50
LARGE PROTECTUS 6”	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS 6”	.11459-200	METER VALVE BODY 6 NEPTUNE HP PRO	$6,359.50
LARGE PROTECTUS 6”	.11460-201	STRAINER ASSEMBLY 6 NEPTUNE HP (PURC)	$6,740.02
LARGE PROTECTUS 6”	.11462-002	STRAINER BASKET 6 NEPTUNE HP	$731.90
LARGE PROTECTUS 6”	.11668-100	THROTTLE VALVE ASSEMBLY 6 HP PRO	$62.80
LARGE PROTECTUS 6”	.11705-201	COVER 6 HPP III METER VALVE	$563.50
LARGE PROTECTUS 6”	.12763-002	ELEMENT SEAL 6 HP TURBINE	$30.45
LARGE PROTECTUS 6”	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE PROTECTUS 6”	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE PROTECTUS 6”	.60708-103	FLANGE 1 1/2 OVAL MACH SEBILOY	$80.50
LARGE PROTECTUS 6”	.60709-001	GASKET 1 1/2 FLANGE-OVAL	$4.50
LARGE PROTECTUS 6”	.60720-002	VICTAULIC COUPLING 6 STYLE 77	$297.86
LARGE PROTECTUS 6”	.60721-002	REPLACEMENT GASKET 6 VICTAULIC	$125.58
LARGE PROTECTUS 8”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE PROTECTUS 8”	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS 8”	..5500-155	HPP III VALVE RETAINER CLIP 8	$329.00
LARGE PROTECTUS 8”	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE PROTECTUS 8”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS 8”	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
LARGE PROTECTUS 8”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE PROTECTUS 8”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS 8”	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS 8”	..8316-309	O-RING 3/16 DIA 19 ID	$71.48
LARGE PROTECTUS 8”	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS 8”	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS 8”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58

Description	Part Number	Part Description	List Price
LARGE PROTECTUS 8”	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS 8”	..8368-011	GATE VALVE 2	$281.76
LARGE PROTECTUS 8”	..8368-409	CHECK VALVE 2 KITZ	$500.00
LARGE PROTECTUS 8”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS 8”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS 8”	..9760-300	KNUCKLE VALVE 8 & 10 HP PROTECTUS III	$1,529.50
LARGE PROTECTUS 8”	.11328-430	COVER ASSEMBLY 8 SEBILOY	$1,932.00
LARGE PROTECTUS 8”	.11329-400	MEASURING ELEMENT ASSEMBLY 8	$966.00
LARGE PROTECTUS 8”	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS 8”	.11459-300	METER VALVE BODY 8 NEPTUNE HP PRO	$7,064.24
LARGE PROTECTUS 8”	.11460-301	STRAINER ASSEMBLY 8 NEPTUNE HP (PURC)	$8,667.90
LARGE PROTECTUS 8”	.11462-003	STRAINER BASKET 8 NEPTUNE HP	$968.10
LARGE PROTECTUS 8”	.11668-200	THROTTLE VALVE ASSEMBLY 8 & 10 HP PRO	$69.26
LARGE PROTECTUS 8”	.11705-301	COVER 8 HPP III METER VALVE	$724.50
LARGE PROTECTUS 8”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE PROTECTUS 8”	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE PROTECTUS 8”	.60708-203	FLANGE 2 OVAL MACH SEBILOY	$69.30
LARGE PROTECTUS 8”	.60709-002	GASKET 2 FLANGE-OVAL	$5.64
LARGE PROTECTUS 8”	.60721-003	REPLACEMENT GASKET 8 VICTAULIC	$136.86
LARGE PROTECTUS 10”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE PROTECTUS 10”	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS 10”	..5500-155	HPP III VALVE RETAINER CLIP 8	$329.00
LARGE PROTECTUS 10”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS 10”	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
LARGE PROTECTUS 10”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE PROTECTUS 10”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS 10”	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS 10”	..8316-310	O-RING 3/16 DIA 21 ID	$68.44
LARGE PROTECTUS 10”	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS 10”	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS 10”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS 10”	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS 10”	..8368-011	GATE VALVE 2	$281.76
LARGE PROTECTUS 10”	..8368-409	CHECK VALVE 2 KITZ	$500.00
LARGE PROTECTUS 10”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS 10”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS 10”	..9760-300	KNUCKLE VALVE 8 & 10 HP PROTECTUS III	$1,529.50
LARGE PROTECTUS 10”	.11328-530	COVER ASSEMBLY 10 SEBILOY	$2,415.00
LARGE PROTECTUS 10”	.11329-500	MEASURING ELEMENT ASSEMBLY 10	$1,207.50
LARGE PROTECTUS 10”	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS 10”	.11459-400	METER VALVE BODY 10 NEPTUNE HP PRO	$7,313.02
LARGE PROTECTUS 10”	.11460-401	STRAINER ASSEMBLY 10 NEPTUNE HP (PURC)	$12,578.00
LARGE PROTECTUS 10”	.11462-004	STRAINER BASKET 10 NEPTUNE HP	$1,632.06

Description	Part Number	Part Description	List Price
LARGE PROTECTUS 10"	.11668-200	THROTTLE VALVE ASSEMBLY 8 & 10 HP PRO	$69.26
LARGE PROTECTUS 10"	.11705-301	COVER 8 HPP III METER VALVE	$724.50
LARGE PROTECTUS 10"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE PROTECTUS 10"	.60707-010	GASKET 10 ROUND FLANGE	$40.26
LARGE PROTECTUS 10"	.60721-004	REPLACEMENT GASKET 10 VICTAULIC	$136.86
LARGE PROTECTUS SS 4"	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE PROTECTUS SS 4"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS SS 4"	..8307-019	BOLT HEX 5/8-11 2 1/2 SST 316	$8.86
LARGE PROTECTUS SS 4"	..8307-032	BOLT HEX 3/4-10 2 3/4 SST 316	$15.30
LARGE PROTECTUS SS 4"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS SS 4"	..8316-271	O-RING 1/8 DIA 5 7/8 ID	$6.94
LARGE PROTECTUS SS 4"	..8316-306	O RING 3/16 DIA 6 1/4 ID	$26.10
LARGE PROTECTUS SS 4"	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS SS 4"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS SS 4"	..8368-407	CHECK VALVE 1 KITZ	$190.00
LARGE PROTECTUS SS 4"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS SS 4"	..8545-416	NUT 3/4-10 HEX DOUBLE CHAMFER 316 SST	$6.44
LARGE PROTECTUS SS 4"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS SS 4"	..9760-100	KNUCKLE VALVE 4 HP PROTECTUS III	$796.96
LARGE PROTECTUS SS 4"	.11328-230	COVER ASSEMBLY 4 SEBILOY	$966.00
LARGE PROTECTUS SS 4"	.11345-200	CALIBRATION VANE SPINDLE ASSEMBLY 4	$20.13
LARGE PROTECTUS SS 4"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS SS 4"	.11459-100	METER VALVE BODY 4 NEPTUNE HP PRO	$4,749.50
LARGE PROTECTUS SS 4"	.11460-101	STRAINER ASSEMBLY 4 NEPTUNE HP (PURC)	$5,291.02
LARGE PROTECTUS SS 4"	.11462-001	STRAINER BASKET 3 & 4 NEPTUNE HP	$585.56
LARGE PROTECTUS SS 4"	.11668-000	THROTTLE VALVE ASSEMBLY 4 HP PRO	$56.36
LARGE PROTECTUS SS 4"	.11705-102	COVER METER VALVE STAINSTEEL STEEL	$1,000.00
LARGE PROTECTUS SS 4"	.12763-001	ELEMENT SEAL 4 HP TURBINE	$22.79
LARGE PROTECTUS SS 4"	.60707-004	GASKET 4 ROUND FLANGE	$12.88
LARGE PROTECTUS SS 6"	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE PROTECTUS SS 6"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS SS 6"	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE PROTECTUS SS 6"	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS SS 6"	..8307-032	BOLT HEX 3/4-10 2 3/4 SST 316	$15.30
LARGE PROTECTUS SS 6"	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE PROTECTUS SS 6"	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS SS 6"	..8316-311	O-RING 3/16 DIA 15 ID	$40.74
LARGE PROTECTUS SS 6"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS SS 6"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS SS 6"	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS SS 6"	..8368-408	CHECK VALVE 1 1/2 KITZ	$340.00
LARGE PROTECTUS SS 6"	..8545-416	NUT 3/4-10 HEX DOUBLE CHAMFER 316 SST	$6.44

Description	Part Number	Part Description	List Price
LARGE PROTECTUS SS 6"	..8568-023	WASHER .812 1.469 .134 316 3/4	$3.40
LARGE PROTECTUS SS 6"	..9760-200	KNUCKLE VALVE 6 HP PROTECTUS III	$957.96
LARGE PROTECTUS SS 6"	.11328-330	COVER ASSEMBLY 6 SEBILOY	$1,449.00
LARGE PROTECTUS SS 6"	.11329-300	MEASURING ELEMENT ASSEMBLY 6	$724.50
LARGE PROTECTUS SS 6"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS SS 6"	.11459-200	METER VALVE BODY 6 NEPTUNE HP PRO	$6,359.50
LARGE PROTECTUS SS 6"	.11460-201	STRAINER ASSEMBLY 6 NEPTUNE HP (PURC)	$6,740.02
LARGE PROTECTUS SS 6"	.11462-002	STRAINER BASKET 6 NEPTUNE HP	$731.90
LARGE PROTECTUS SS 6"	.11668-100	THROTTLE VALVE ASSEMBLY 6 HP PRO	$62.80
LARGE PROTECTUS SS 6"	.11705-201	COVER 6 HPP III METER VALVE	$563.50
LARGE PROTECTUS SS 6"	.11705-202	COVER 6 HPP III METER VALVE SST	$1,200.00
LARGE PROTECTUS SS 6"	.11957-202	STRAINER COVER 6 STAINLESS STEEL	$1,700.00
LARGE PROTECTUS SS 6"	.12763-002	ELEMENT SEAL 6 HP TURBINE	$30.45
LARGE PROTECTUS SS 6"	.12993-200	METER VALVE BODY 6	$7,000.00
LARGE PROTECTUS SS 6"	.12994-204	STRAINER BODY 6 W/SST COVER	$6,496.25
LARGE PROTECTUS SS 6"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE PROTECTUS SS 6"	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE PROTECTUS SS 6"	.60708-103	FLANGE 1 1/2 OVAL MACH SEBILOY	$80.50
LARGE PROTECTUS SS 6"	.60709-001	GASKET 1 1/2 FLANGE-OVAL	$4.50
LARGE PROTECTUS SS 6"	.60720-002	VICTAULIC COUPLING 6 STYLE 77	$297.86
LARGE PROTECTUS SS 6"	.60721-002	REPLACEMENT GASKET 6 VICTAULIC	$125.58
LARGE PROTECTUS SS 8"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE PROTECTUS SS 8"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS SS 8"	..5500-155	HPP III VALVE RETAINER CLIP 8	$329.00
LARGE PROTECTUS SS 8"	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE PROTECTUS SS 8"	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS SS 8"	..8307-032	BOLT HEX 3/4-10 2 3/4 SST 316	$15.30
LARGE PROTECTUS SS 8"	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
LARGE PROTECTUS SS 8"	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE PROTECTUS SS 8"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS SS 8"	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS SS 8"	..8316-309	O-RING 3/16 DIA 19 ID	$71.48
LARGE PROTECTUS SS 8"	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS SS 8"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS SS 8"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS SS 8"	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS SS 8"	..8368-011	GATE VALVE 2	$281.76
LARGE PROTECTUS SS 8"	..8368-409	CHECK VALVE 2 KITZ	$500.00
LARGE PROTECTUS SS 8"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS SS 8"	..8545-416	NUT 3/4-10 HEX DOUBLE CHAMFER 316 SST	$6.44
LARGE PROTECTUS SS 8"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS SS 8"	..8545-430	NUT 1 1/8-7 HEX DOUBLE CHAMFER 316 SST	$10.50
LARGE PROTECTUS SS 8"	..8568-023	WASHER .812 1.469 .134 316 3/4	$3.40

Description	Part Number	Part Description	List Price
LARGE PROTECTUS SS 8"	..9760-300	KNUCKLE VALVE 8 & 10 HP PROTECTUS III	$1,529.50
LARGE PROTECTUS SS 8"	.11328-430	COVER ASSEMBLY 8 SEBILOY	$1,932.00
LARGE PROTECTUS SS 8"	.11329-400	MEASURING ELEMENT ASSEMBLY 8	$966.00
LARGE PROTECTUS SS 8"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE PROTECTUS SS 8"	.11459-300	METER VALVE BODY 8 NEPTUNE HP PRO	$7,064.24
LARGE PROTECTUS SS 8"	.11460-301	STRAINER ASSEMBLY 8 NEPTUNE HP (PURC)	$8,667.90
LARGE PROTECTUS SS 8"	.11462-003	STRAINER BASKET 8 NEPTUNE HP	$968.10
LARGE PROTECTUS SS 8"	.11668-200	THROTTLE VALVE ASSEMBLY 8 & 10 HP PRO	$69.26
LARGE PROTECTUS SS 8"	.11705-301	COVER 8 HPP III METER VALVE	$724.50
LARGE PROTECTUS SS 8"	.11705-302	COVER 8 & 10 HPP III METER VALVE SST	$1,500.00
LARGE PROTECTUS SS 8"	.11957-302	COVER 8 STRAINER BODY STANLESS STEEL	$5,000.00
LARGE PROTECTUS SS 8"	.12993-300	METER VALVE BODY 8	$8,000.00
LARGE PROTECTUS SS 8"	.12994-302	STRAINER BODY 8 W/SST COVER	$11,000.00
LARGE PROTECTUS SS 8"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE PROTECTUS SS 8"	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE PROTECTUS SS 8"	.60708-203	FLANGE 2 OVAL MACH SEBILOY	$69.30
LARGE PROTECTUS SS 8"	.60709-002	GASKET 2 FLANGE-OVAL	$5.64
LARGE PROTECTUS SS 8"	.60721-003	REPLACEMENT GASKET 8 VICTAULIC	$136.86
LARGE PROTECTUS SS 10"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE PROTECTUS SS 10"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE PROTECTUS SS 10"	..5500-155	HPP III VALVE RETAINER CLIP 8	$329.00
LARGE PROTECTUS SS 10"	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE PROTECTUS SS 10"	..8307-032	BOLT HEX 3/4-10 2 3/4 SST 316	$15.30
LARGE PROTECTUS SS 10"	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
LARGE PROTECTUS SS 10"	..8315-028	PIPE PLUG 2 MACHINING	$35.10
LARGE PROTECTUS SS 10"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE PROTECTUS SS 10"	..8316-272	O-RING 1/8 DIA 7 3/4 ID	$13.50
LARGE PROTECTUS SS 10"	..8316-310	O-RING 3/16 DIA 21 ID	$68.44
LARGE PROTECTUS SS 10"	..8316-312	O-RING 3/16 DIA 9 3/4 ID	$27.10
LARGE PROTECTUS SS 10"	..8327-012	NUT SELF LOCK 1/4-20 HEX LIGHT	$2.26
LARGE PROTECTUS SS 10"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE PROTECTUS SS 10"	..8352-112	STUD 1/4 20 UNC-2A 1.125 316	$4.84
LARGE PROTECTUS SS 10"	..8368-011	GATE VALVE 2	$281.76
LARGE PROTECTUS SS 10"	..8368-409	CHECK VALVE 2 KITZ	$500.00
LARGE PROTECTUS SS 10"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
LARGE PROTECTUS SS 10"	..8545-416	NUT 3/4-10 HEX DOUBLE CHAMFER 316 SST	$6.44
LARGE PROTECTUS SS 10"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE PROTECTUS SS 10"	..8545-430	NUT 1 1/8-7 HEX DOUBLE CHAMFER 316 SST	$10.50
LARGE PROTECTUS SS 10"	..8568-023	WASHER .812 1.469 .134 316 3/4	$3.40
LARGE PROTECTUS SS 10"	..9760-300	KNUCKLE VALVE 8 & 10 HP PROTECTUS III	$1,529.50
LARGE PROTECTUS SS 10"	.11328-530	COVER ASSEMBLY 10 SEBILOY	$2,415.00
LARGE PROTECTUS SS 10"	.11329-500	MEASURING ELEMENT ASSEMBLY 10	$1,207.50
LARGE PROTECTUS SS 10"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92

Description	Part Number	Part Description	List Price
LARGE PROTECTUS SS 10”	.11459-400	METER VALVE BODY 10 NEPTUNE HP PRO	$7,313.02
LARGE PROTECTUS SS 10”	.11460-401	STRAINER ASSEMBLY 10 NEPTUNE HP (PURC)	$12,578.00
LARGE PROTECTUS SS 10”	.11462-004	STRAINER BASKET 10 NEPTUNE HP	$1,632.06
LARGE PROTECTUS SS 10”	.11668-200	THROTTLE VALVE ASSEMBLY 8 & 10 HP PRO	$69.26
LARGE PROTECTUS SS 10”	.11705-301	COVER 8 HPP III METER VALVE	$724.50
LARGE PROTECTUS SS 10”	.11705-302	COVER 8 & 10 HPP III METER VALVE SST	$1,500.00
LARGE PROTECTUS SS 10”	.12994-403	STRAINER BODY 10 W/SST COVER	$13,000.00
LARGE PROTECTUS SS 10”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE PROTECTUS SS 10”	.60707-010	GASKET 10 ROUND FLANGE	$40.26
LARGE PROTECTUS SS 10”	.60721-004	REPLACEMENT GASKET 10 VICTAULIC	$136.86
PROTECTUS TRIDENT 4”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
PROTECTUS TRIDENT 4”	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
PROTECTUS TRIDENT 4”	..8344-012	BUSHING .1295ID .310 L .3115 OD	$16.60
PROTECTUS TRIDENT 4”	..8383-077	SCREW 8-32 5/16 LG BND HD SST	$0.24
PROTECTUS TRIDENT 4”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
PROTECTUS TRIDENT 4”	..8568-012	WASHER .281 .625 .045 316	$0.50
PROTECTUS TRIDENT 4”	..9441-001	GEAR TRAIN ASSEMBLY 2, 3 & 4 T/T	$92.58
PROTECTUS TRIDENT 4”	..9450-001	DRIVE PINION 2, 3 & 4 T/T	$1.52
PROTECTUS TRIDENT 4”	..9484-007	DRIVE SLEEVE 4 T/T	$8.86
PROTECTUS TRIDENT 4”	..9485-002	DRIVE ASSEMBLY 4 T/T	$20.62
PROTECTUS TRIDENT 4”	..9491-001	DRIVE END GEAR TRAIN TRIDENT TURBINE	$0.82
PROTECTUS TRIDENT 4”	..9517-001	OUTLET 4 T/T	$382.38
PROTECTUS TRIDENT 4”	..9552-001	INLET 4 T/T MACH	$257.60
PROTECTUS TRIDENT 4”	..9554-101	THRUST SCREW ASSEMBLY 3-8 T/T, T/F	$56.36
PROTECTUS TRIDENT 4”	..9576-002	OUTLET ASSEMBLY 4 T/T & T/F	$474.96
PROTECTUS TRIDENT 4”	..9655-002	INLET ASSEMBLY 4 T/T & T/F	$257.60
PROTECTUS TRIDENT 4”	.11097-300	CALIBRATION VANE ASSEMBLY 4 T/T	$61.00
PROTECTUS TRIDENT 4”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
PROTECTUS TRIDENT 6”	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
PROTECTUS TRIDENT 6”	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
PROTECTUS TRIDENT 6”	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
PROTECTUS TRIDENT 6”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
PROTECTUS TRIDENT 6”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
PROTECTUS TRIDENT 6”	..8341-203	GASKET, M/C 6 T/T	$6.20
PROTECTUS TRIDENT 6”	..8344-015	BUSHING .316 ID .500 L .5015OD	$37.84
PROTECTUS TRIDENT 6”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
PROTECTUS TRIDENT 6”	..9441-101	GEAR TRAIN ASSEMBLY 6 & 8 T/T, T/F	$149.74
PROTECTUS TRIDENT 6”	..9491-001	DRIVE END GEAR TRAIN TRIDENT TURBINE	$0.82
PROTECTUS TRIDENT 6”	..9554-101	THRUST SCREW ASSEMBLY 3-8 T/T, T/F	$56.36
PROTECTUS TRIDENT 6”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
PROTECTUS TRIDENT 6”	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
PROTECTUS TRIDENT 6”	.60709-001	GASKET 1 1/2 FLANGE-OVAL	$4.50

Description	Part Number	Part Description	List Price
PROTECTUS TRIDENT 8”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
PROTECTUS TRIDENT 8”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
PROTECTUS TRIDENT 8”	..8315-028	PIPE PLUG 2 MACHINING	$35.10
PROTECTUS TRIDENT 8”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
PROTECTUS TRIDENT 8”	..8341-205	GASKET, M/C 8 T/T	$9.66
PROTECTUS TRIDENT 8”	..8344-015	BUSHING .316 ID .500 L .5015 OD	$37.84
PROTECTUS TRIDENT 8”	..8368-011	GATE VALVE 2	$281.76
PROTECTUS TRIDENT 8”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
PROTECTUS TRIDENT 8”	..9441-101	GEAR TRAIN ASSEMBLY 6 & 8 T/T, T/F	$149.74
PROTECTUS TRIDENT 8”	..9490-001	DRIVE END, MAGNET	$0.82
PROTECTUS TRIDENT 8”	..9491-001	DRIVE END GEAR TRAIN TRIDENT TURBINE	$0.82
PROTECTUS TRIDENT 8”	..9493-502	WORM 1 1/2 & 2 HPT	$3.40
PROTECTUS TRIDENT 8”	..9554-101	THRUST SCREW ASSEMBLY 3-8 T/T, T/F	$56.36
PROTECTUS TRIDENT 8”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
PROTECTUS TRIDENT 8”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
PROTECTUS TRIDENT 10”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
PROTECTUS TRIDENT 10”	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
PROTECTUS TRIDENT 10”	..8341-205	GASKET, M/C 8 T/T	$9.66
PROTECTUS TRIDENT 10”	..8344-015	BUSHING .316 ID .500 L .5015 OD	$37.84
PROTECTUS TRIDENT 10”	..8368-011	GATE VALVE 2	$281.76
PROTECTUS TRIDENT 10”	..9441-101	GEAR TRAIN ASSEMBLY 6 & 8 T/T, T/F	$149.74
PROTECTUS TRIDENT 10”	..9490-001	DRIVE END, MAGNET	$0.82
PROTECTUS TRIDENT 10”	..9491-001	DRIVE END GEAR TRAIN TRIDENT TURBINE	$0.82
PROTECTUS TRIDENT 10”	..9554-101	THRUST SCREW ASSEMBLY 3-8 T/T, T/F	$56.36
PROTECTUS TRIDENT 10”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
PROTECTUS TRIDENT 10”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE HP TURBINE 1 1/2”	...616-000	FLANGE WASHER 5/8 BOLT GALVNZ	$1.28
LARGE HP TURBINE 1 1/2”	..1317-004	GASKET, OVAL FLANGE 1 1/2 DROP	$3.54
LARGE HP TURBINE 1 1/2”	..8305-042	SCREW 10-32 1/2 PAN HD SST	$0.64
LARGE HP TURBINE 1 1/2”	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE HP TURBINE 1 1/2”	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 1 1/2”	..8340-062	SEAL RING 1 1/2 & 2 HP	$40.26
LARGE HP TURBINE 1 1/2”	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 1 1/2”	..9485-012	DRIVE ASSEMBLY 2 HP TURBINE	$18.20
LARGE HP TURBINE 1 1/2”	..9855-001	STRAINER 1 1/2 & 2 HP TURBINE	$12.08
LARGE HP TURBINE 1 1/2”	..9856-001	LOCK RING HP TURBINE 1 1/2 & 2	$2.10
LARGE HP TURBINE 1 1/2”	..9857-003	GASKET MAINCASE 1 1/2 & 2 HPT ACCOPAC CS 301	$3.22
LARGE HP TURBINE 1 1/2”	..9859-200	COVER ASSEMBLY 1 1/2 & 2 HPT	$413.30
LARGE HP TURBINE 1 1/2”	..9861-200	MEASURING CHAMBER ASSEMBLY 1 1/2 & 2 HPT	$450.80
LARGE HP TURBINE 1 1/2”	.11097-110	CALIBRATION VANE ASSEMBLY 2 HP TURBINE	$57.96
LARGE HP TURBINE 1 1/2”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20

Description	Part Number	Part Description	List Price
LARGE HP TURBINE 1 1/2"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE HP TURBINE 1 1/2"	.60705-101	FLANGE KIT 1 1/2 BRZ ELECTRO	$78.00
LARGE HP TURBINE 2"	..1321-005	GASKET, OVAL FLANGE 2 DROP	$3.70
LARGE HP TURBINE 2"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE HP TURBINE 2"	..8305-042	SCREW 10-32 1/2 PAN HD SST	$0.64
LARGE HP TURBINE 2"	..8307-009	BOLT HEX 3/4-10 2 1/2 ZINC PL	$3.86
LARGE HP TURBINE 2"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 2"	..8340-062	SEAL RING 1 1/2 & 2 HP	$40.26
LARGE HP TURBINE 2"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 2"	..9485-012	DRIVE ASSEMBLY 2 HP TURBINE	$18.20
LARGE HP TURBINE 2"	..9855-001	STRAINER 1 1/2 & 2 HP TURBINE	$12.08
LARGE HP TURBINE 2"	..9856-001	LOCK RING HP TURBINE 1 1/2 & 2	$2.10
LARGE HP TURBINE 2"	..9857-003	GASKET MAINCASE 1 1/2 & 2 HPT ACCOPAC CS 301	$3.22
LARGE HP TURBINE 2"	..9859-200	COVER ASSEMBLY 1 1/2 & 2 HPT	$413.30
LARGE HP TURBINE 2"	..9861-200	MEASURING CHAMBER ASSEMBLY 1 1/2 & 2 HPT	$450.80
LARGE HP TURBINE 2"	.11097-110	CALIBRATION VANE ASSEMBLY 2 HP TURBINE	$57.96
LARGE HP TURBINE 2"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE HP TURBINE 2"	.60705-201	FLANGE KIT 2 BRZ ELECTRO	$98.00
LARGE HP TURBINE 3"	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE HP TURBINE 3"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 3"	..8316-270	O-RING 1/8 DIA 4 ID	$3.86
LARGE HP TURBINE 3"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 3"	.11328-130	COVER ASSEMBLY 3 SEBILOY	$724.50
LARGE HP TURBINE 3"	.11329-100	MEASURING ELEMENT ASSEMBLY 3	$371.00
LARGE HP TURBINE 3"	.11335-103	SEAL TUBE 3 HPT	$3.62
LARGE HP TURBINE 3"	.11347-110	MAGNET/GEAR ASSEMBLY 3	$6.12
LARGE HP TURBINE 3"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE HP TURBINE 3"	.11361-002	COVER 3 NEPTUNE HP TURB MACH	$257.78
LARGE HP TURBINE 3"	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 3"	.12769-001	DRIVE PINION 3 HPT	$20.28
LARGE HP TURBINE 3"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE HP TURBINE 3"	.60705-300	FLANGE KIT 3 C/I ELECTRO	$124.00
LARGE HP TURBINE 3"	.60705-301	FLANGE KIT 3 BRZ ELECTRO	$378.00
LARGE HP TURBINE 3"	.60707-003	GASKET 3 ROUND FLANGE	$10.16
LARGE HP TURBINE 4"	..8307-026	BOLT HEX 5/8-11 3 ZINC PL	$1.94
LARGE HP TURBINE 4"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 4"	..8316-271	O-RING 1/8 DIA 5 7/8 ID	$6.94
LARGE HP TURBINE 4"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE HP TURBINE 4"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 4"	.11328-230	COVER ASSEMBLY 4 SEBILOY	$966.00
LARGE HP TURBINE 4"	.11329-200	MEASURING ELEMENT ASSEMBLY 4	$483.00

Description	Part Number	Part Description	List Price
LARGE HP TURBINE 4"	.11330-002	COVER 4 NEPTUNE HP TURBINE MACH	$315.00
LARGE HP TURBINE 4"	.11347-210	MAGNET/GEAR ASSEMBLY 4	$8.06
LARGE HP TURBINE 4"	.12763-001	ELEMENT SEAL 4 HP TURBINE	$22.79
LARGE HP TURBINE 4"	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 4"	.12769-002	DRIVE PINION 4 HPT	$20.28
LARGE HP TURBINE 4"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE HP TURBINE 4"	.60705-400	FLANGE KIT 4 C/I ELECTRO	$190.00
LARGE HP TURBINE 4"	.60705-401	FLANGE KIT 4 BRZ ELECTRO	$526.00
LARGE HP TURBINE 4"	.60707-004	GASKET 4 ROUND FLANGE	$12.88
LARGE HP TURBINE 6"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE HP TURBINE 6"	..8307-013	BOLT HEX 3/4-10 3 1/4 ZINC PL	$7.26
LARGE HP TURBINE 6"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 6"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE HP TURBINE 6"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 6"	.11328-330	COVER ASSEMBLY 6 SEBILOY	$1,449.00
LARGE HP TURBINE 6"	.11329-300	MEASURING ELEMENT ASSEMBLY 6	$724.50
LARGE HP TURBINE 6"	.11347-310	MAGNET/GEAR ASSEMBLY 6	$9.66
LARGE HP TURBINE 6"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE HP TURBINE 6"	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 6"	.12769-003	DRIVE PINION 6 HPT	$25.76
LARGE HP TURBINE 6"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE HP TURBINE 6"	.60705-600	FLANGE KIT 6 C/I ELECTRO	$270.00
LARGE HP TURBINE 6"	.60705-601	FLANGE KIT 6 BRZ ELECTRO	$840.00
LARGE HP TURBINE 6"	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE HP TURBINE 8"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
LARGE HP TURBINE 8"	..8307-013	BOLT HEX 3/4-10 3 1/4 ZINC PL	$7.26
LARGE HP TURBINE 8"	..8316-022	O-RING 1/16 DIA .250 ID	$0.50
LARGE HP TURBINE 8"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE HP TURBINE 8"	..8545-417	NUT 1/4 20 HEX JAM-DOUBLE CHAMFER 18-8 SST	$0.50
LARGE HP TURBINE 8"	.11328-430	COVER ASSEMBLY 8 SEBILOY	$1,932.00
LARGE HP TURBINE 8"	.11329-400	MEASURING ELEMENT ASSEMBLY 8	$966.00
LARGE HP TURBINE 8"	.11347-410	MAGNET/GEAR ASSEMBLY 8	$11.28
LARGE HP TURBINE 8"	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE HP TURBINE 8"	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 8"	.12769-004	DRIVE PINION 8 HPT	$29.00
LARGE HP TURBINE 8"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE HP TURBINE 8"	.60705-800	FLANGE KIT 8 C/I ELECTRO	$494.00
LARGE HP TURBINE 8"	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE HP TURBINE 10"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE HP TURBINE 10"	.11328-530	COVER ASSEMBLY 10 SEBILOY	$2,415.00
LARGE HP TURBINE 10"	.11329-500	MEASURING ELEMENT ASSEMBLY 10	$1,207.50

Description	Part Number	Part Description	List Price
LARGE HP TURBINE 10”	.11347-510	MAGNET/GEAR ASSEMBLY 10	$12.88
LARGE HP TURBINE 10”	.11354-000	CALIBRATION VANE STEM ASSEMBLY 3, 4, 6, 8, 10	$30.92
LARGE HP TURBINE 10”	.12768-001	GEAR CALIBRATION VANE 3-10 HPT	$33.64
LARGE HP TURBINE 10”	.12769-005	DRIVE PINION 10 HPT	$33.00
LARGE HP TURBINE 10”	.60705-900	FLANGE KIT 10 C/I ELECTRO	$976.00
LARGE TRIDENT TURBINE 3”	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
LARGE TRIDENT TURBINE 3”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE TRIDENT TURBINE 3”	..8341-304	GASKET, MAINCASE 3 & 4 T/T	$4.18
LARGE TRIDENT TURBINE 3”	..8568-012	WASHER .281 .625 .045 316	$0.50
LARGE TRIDENT TURBINE 3”	..9482-003	COVER ASSEMBLY 3 T/T SEBILOY	$1,118.14
LARGE TRIDENT TURBINE 3”	..9484-006	DRIVE SLEEVE 3 T/T	$9.82
LARGE TRIDENT TURBINE 3”	..9485-001	DRIVE ASSEMBLY 3 T/T & F/H	$15.00
LARGE TRIDENT TURBINE 3”	..9576-001	OUTLET ASSEMBLY 3 T/T & T/F	$452.42
LARGE TRIDENT TURBINE 3”	..9655-001	INLET ASSEMBLY 3 T/T & T/F	$229.26
LARGE TRIDENT TURBINE 3”	.11097-200	CALIBRATION VANE ASSEMBLY 3 T/T	$59.58
LARGE TRIDENT TURBINE 3”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRIDENT TURBINE 4”	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
LARGE TRIDENT TURBINE 4”	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE TRIDENT TURBINE 4”	..8568-012	WASHER .281 .625 .045 316	$0.50
LARGE TRIDENT TURBINE 4”	..9484-007	DRIVE SLEEVE 4 T/T	$8.86
LARGE TRIDENT TURBINE 4”	..9485-002	DRIVE ASSEMBLY 4 T/T	$20.62
LARGE TRIDENT TURBINE 4”	..9576-002	OUTLET ASSEMBLY 4 T/T & T/F	$474.96
LARGE TRIDENT TURBINE 4”	..9655-002	INLET ASSEMBLY 4 T/T & T/F	$257.60
LARGE TRIDENT TURBINE 4”	.11097-300	CALIBRATION VANE ASSEMBLY 4 T/T	$61.00
LARGE TRIDENT TURBINE 4”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRIDENT TURBINE 6”	..8329-206	BOLT 3/8-16 3/4 LG SST HEX HD	$1.28
LARGE TRIDENT TURBINE 6”	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE TRIDENT TURBINE 6”	..8341-203	GASKET, M/C 6 T/T	$6.20
LARGE TRIDENT TURBINE 6”	..9484-003	DRIVE SLEEVE 6 T/T	$12.56
LARGE TRIDENT TURBINE 6”	..9485-003	DRIVE ASSEMBLY 6 T/T & 4 T/F	$16.92
LARGE TRIDENT TURBINE 6”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRIDENT TURBINE 8”	..8329-422	BOLT 1/2-13 7/8 LG SST HEX 316	$17.70
LARGE TRIDENT TURBINE 8”	..8341-205	GASKET, M/C 8 T/T	$9.66
LARGE TRIDENT TURBINE 8”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20
LARGE TRIDENT TURBINE 10”	..8329-427	BOLT 1/2-13 2 1/4 LG SST HEX 316	$5.80
LARGE TRIDENT TURBINE 10”	..8341-205	GASKET, M/C 8 T/T	$9.66
LARGE TRIDENT TURBINE 10”	.11098-001	PROTECTIVE CAP CALIBRATION VANE	$1.20

Description	Part Number	Part Description	List Price
LARGE FIRE SERVICE 3"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE FIRE SERVICE 3"	..8307-011	BOLT HEX 5/8-11 2 1/4 ZINC PL	$3.86
LARGE FIRE SERVICE 3"	..8316-270	O-RING 1/8 DIA 4 ID	$3.86
LARGE FIRE SERVICE 3"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE FIRE SERVICE 3"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE FIRE SERVICE 3"	.60707-003	GASKET 3 ROUND FLANGE	$10.16
LARGE FIRE SERVICE 4"	..8307-007	BOLT HEX 5/8-11 2 1/2 STEEL	$2.74
LARGE FIRE SERVICE 4"	..8316-271	O-RING 1/8 DIA 5 7/8 ID	$6.94
LARGE FIRE SERVICE 4"	..8329-405	BOLT 1/2-13 1 1/4 LG SST HEX 316	$2.58
LARGE FIRE SERVICE 4"	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE FIRE SERVICE 4"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE FIRE SERVICE 4"	.60707-004	GASKET 4 ROUND FLANGE	$12.88
LARGE FIRE SERVICE 6"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE FIRE SERVICE 6"	..8307-013	BOLT HEX 3/4-10 3 1/4 ZINC PL	$7.26
LARGE FIRE SERVICE 6"	..8315-027	PIPE PLUG 1 1/2 MACHINING	$21.42
LARGE FIRE SERVICE 6"	..8316-311	O-RING 3/16 DIA 15 ID	$40.74
LARGE FIRE SERVICE 6"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE FIRE SERVICE 6"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE FIRE SERVICE 6"	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE FIRE SERVICE 8"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE FIRE SERVICE 8"	..8316-309	O-RING 3/16 DIA 19 ID	$71.48
LARGE FIRE SERVICE 8"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
LARGE FIRE SERVICE 8"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE FIRE SERVICE 8"	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE FIRE SERVICE 10"	..2252-000	AIR VENT WASHER HPP III & FIRE SERVICE	$5.20
LARGE FIRE SERVICE 10"	..8316-310	O-RING 3/16 DIA 21 ID	$68.44
LARGE FIRE SERVICE 10"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
FIRE HYDRANT METER 3"	..8314-701	NIPPLE 2 R/B 2-11 1/2 NPT 2 LGT	$38.00
FIRE HYDRANT METER 3"	..8329-007	BOLT 1/4-20 3/4 LG SST HEX HD 316	$0.82
FIRE HYDRANT METER 3"	..8340-029	GASKET 2.475 X 3.180 X .250	$4.84
FIRE HYDRANT METER 3"	..8341-304	GASKET, MAINCASE 3 & 4 T/T	$4.18
FIRE HYDRANT METER 3"	..8368-011	GATE VALVE 2	$281.76
FIRE HYDRANT METER 3"	..8568-012	WASHER .281 .625 .045 316	$0.50
FIRE HYDRANT METER 3"	..9482-003	COVER ASSEMBLY 3 T/T SEBILOY	$1,118.14
FIRE HYDRANT METER 3"	..9484-006	DRIVE SLEEVE 3 T/T	$9.82
FIRE HYDRANT METER 3"	..9485-001	DRIVE ASSEMBLY 3 T/T & F/H	$15.00
FIRE HYDRANT METER 3"	..9630-002	BODY 3 F/H 2.22 DIA COATED	$474.30
FIRE HYDRANT METER 3"	..9631-002	COUPLING ASSEMBLY 3 F/H W/STR	$294.30
FIRE HYDRANT METER 3"	..9634-003	OUTLET NIPPLE 3 F/H 2 1/2 X 2	$144.26

Description	Part Number	Part Description	List Price
FIRE HYDRANT METER 3”	..9639-104	COVER, M/C 3 & 4 T/T MACH SEBILOY	$261.96
FIRE HYDRANT METER 3”	.11097-200	CALIBRATION VANE ASSEMBLY 3 T/T	$59.58
FIRE HYDRANT METER 3”	.12163-000	BRACKET/HANDLE ASSEMBLY 3 F/H	$107.08
FIRE HYDRANT METER 3”	.53114-002	STRAINER ELEMENT 3 SST	$40.26
FIRE HYDRANT METER 3”	.53114-003	STRAINER FIRE HOSE COUPLING ASSEMBLY	$26.84
STRAINERS 1 1/2”	..9605-008	STRAINER KIT 1 1/2	$19.50
STRAINERS 1 1/2”	.53145-000	STRAINER COMPLETE 1 1/2 7 INCH LONG	$662.00
STRAINERS 1 1/2”	.53145-100	STRAINER 1 1/2 COMPLETE DUCTILE IRON 7 INCH	$334.00
STRAINERS 2”	..1321-005	GASKET, OVAL FLANGE 2 DROP	$3.70
STRAINERS 2”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 2”	..9605-001	STRAINER KIT 2	$19.50
STRAINERS 2”	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
STRAINERS 2”	.53120-000	STRAINER 2 COMPLETE BRONZE	$662.00
STRAINERS 2”	.53120-600	STRAINER 2 COMPLETE DUCTILE IRON	$334.00
STRAINERS 2”	.53121-001	GASKET 2 STRAINER	$2.58
STRAINERS 2”	.53122-001	STRAINER ELEMENT 2	$51.52
STRAINERS 3”	..8307-011	BOLT HEX 5/8-11 2 1/4 ZINC PL	$3.86
STRAINERS 3”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 3”	..9605-002	STRAINER KIT 3	$22.00
STRAINERS 3”	.11462-001	STRAINER BASKET 3 & 4 NEPTUNE HP	$585.56
STRAINERS 3”	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
STRAINERS 3”	.53107-000	STRAINER 3 COMPLETE BRONZE	$1,176.00
STRAINERS 3”	.53107-600	STRAINER 3 COMPLETE DUCTILE IRON	$594.00
STRAINERS 3”	.53112-001	GASKET 3 STRAINER	$2.58
STRAINERS 3”	.53114-001	STRAINER ELEMENT 3	$82.12
STRAINERS 3”	.53135-000	STRAINER ASSEMBLY 3 HP F/S	$2,620.00
STRAINERS 3”	.60707-003	GASKET 3 ROUND FLANGE	$10.16
STRAINERS 4”	..8307-011	BOLT HEX 5/8-11 2 1/4 ZINC PL	$3.86
STRAINERS 4”	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 4”	..9605-003	STRAINER KIT 4	$38.00
STRAINERS 4”	.11462-001	STRAINER BASKET 3 & 4 NEPTUNE HP	$585.56
STRAINERS 4”	.53107-100	STRAINER 4 COMPLETE BRONZE	$2,050.00
STRAINERS 4”	.53107-700	STRAINER 4 COMPLETE DUCTILE IRON	$710.00
STRAINERS 4”	.53113-001	GASKET COVER 4 STRAINER	$6.36
STRAINERS 4”	.53115-001	STRAINER ELEMENT 4	$88.56
STRAINERS 4”	.53135-100	STRAINER ASSEMBLY 4 HP F/S	$2,640.00
STRAINERS 4”	.60707-004	GASKET 4 ROUND FLANGE	$12.88
STRAINERS 6”	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
STRAINERS 6”	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54

Description	Part Number	Part Description	List Price
STRAINERS 6"	..9605-004	STRAINER KIT 6	$96.00
STRAINERS 6"	.11462-002	STRAINER BASKET 6 NEPTUNE HP	$731.90
STRAINERS 6"	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
STRAINERS 6"	.52000-201	STRAINER 6 COMPLETE BRONZE	$3,092.00
STRAINERS 6"	.52000-601	STRAINER 6 COMPLETE DUCTILE IRON	$1,210.00
STRAINERS 6"	.52028-001	GASKET COVER 6 STRAINER	$7.96
STRAINERS 6"	.52030-001	STRAINER ELEMENT 6	$378.36
STRAINERS 6"	.53135-200	STRAINER ASSEMBLY 6 HP F/S	$3,790.00
STRAINERS 6"	.60707-006	GASKET 6 ROUND FLANGE	$14.50
STRAINERS 8"	..2025-000	FLANGE WASHER 3/4 BOLT GALVNZ	$1.46
STRAINERS 8"	..8307-013	BOLT HEX 3/4-10 3 1/4 ZINC PL	$7.26
STRAINERS 8"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 8"	..9605-005	STRAINER KIT 8	$116.00
STRAINERS 8"	.11462-003	STRAINER BASKET 8 NEPTUNE HP	$968.10
STRAINERS 8"	.52000-304	STRAINER 8 COMPLETE BRONZE	$5,192.00
STRAINERS 8"	.52000-704	STRAINER 8 COMPLETE DUCTILE IRON	$2,750.00
STRAINERS 8"	.52029-001	GASKET COVER 8 STRAINER	$9.58
STRAINERS 8"	.52031-001	STRAINER ELEMENT 8	$539.36
STRAINERS 8"	.53135-300	STRAINER ASSEMBLY 8 HP F/S	$4,920.00
STRAINERS 8"	.60707-008	GASKET 8 ROUND FLANGE	$15.78
STRAINERS 10"	..8329-421	BOLT 1/2-13 1 1/2 LG SST HEX 316	$3.54
STRAINERS 10"	..8394-003	SCREW 8-32 1/4 LG PAN HD SLT	$2.90
STRAINERS 10"	..8545-419	NUT 7/8-9 HEX DOUBLE CHAMFER ZINC PLATED	$2.74
STRAINERS 10"	..9605-006	STRAINER KIT 10	$162.00
STRAINERS 10"	.11462-004	STRAINER BASKET 10 NEPTUNE HP	$1,632.06
STRAINERS 10"	.52000-402	STRAINER 10 COMPLETE BRONZE	$8,120.00
STRAINERS 10"	.52000-802	STRAINER 10 COMPLETE DUCTILE IRON	$4,102.00
STRAINERS 10"	.52029-002	GASKET COVER 10 STRAINER	$16.00
STRAINERS 10"	.52031-002	STRAINER ELEMENT 10	$845.25
STRAINERS 10"	.53107-600	STRAINER 3 COMPLETE DUCTILE IRON	$594.00
STRAINERS 10"	.53135-400	STRAINER ASSEMBLY 10 HP F/S	$6,340.00
STRAINERS 12"	.53134-411	STRAINER BODY 10 HP F/S W/12 FLANGE	$9,480.00
UMEs 1 1/2" & 2"	..9700-005	UME 1 1/2 & 2 HPT E-CODER)R900*i* V4 PIT C/F	$680.00
UMEs 1 1/2" & 2"	..9700-006	UME 1 1/2 & 2 HPT E-CODER)R900*i* V4 PIT GAL	$680.00
UMEs 1 1/2" & 2"	..9700-019	UME 1 1/2 & 2 HPT E-CODER PIT C/F	$500.00
UMEs 1 1/2" & 2"	..9700-029	UME 1 1/2 & 2 HPT E-CODER PIT GAL	$500.00
UMEs 1 1/2" & 2"	..9700-049	UME 1 1/2 & 2 HPT E-CODER PIT M3	$500.00
UMEs 1 1/2" & 2"	..9730-011	UME 2 HP T/F E-CODER PIT C/F	$1,000.00
UMEs 1 1/2" & 2"	..9730-021	UME 2 HP T/F E-CODER PIT GAL	$1,000.00
UMEs 1 1/2" & 2"	..9730-053	UME 2 HP T/F E-CODER)R900*i* V4 PIT C/F	$1,360.00

Description	Part Number	Part Description	List Price
UMEs 1 1/2" & 2"	..9730-063	UME 2 HP T/F E-CODER)R900*i* V4 PIT GAL	$1,360.00
UMEs 1 1/2" & 2"	.13761-001	UME 1 1/2 & 2 HPT PROCODER SA PIT C/F	$500.00
UMEs 1 1/2" & 2"	.13761-003	UME 1 1/2 & 2 HPT PROCODER)R900*i* V4 PIT C/F	$680.00
UMEs 1 1/2" & 2"	.13761-006	UME 1 1/2 & 2 HPT PROCODER)TC PIT C/F	$550.00
UMEs 1 1/2" & 2"	.13761-021	UME 1 1/2 & 2 HPT PROCODER SA PIT GAL	$500.00
UMEs 1 1/2" & 2"	.13761-023	UME 1 1/2 & 2 HPT PROCODER)R900*i* V4 PIT GAL	$680.00
UMEs 1 1/2" & 2"	.13761-026	UME 1 1/2 & 2 HPT PROCODER)TC PIT GAL	$550.00
UMEs 1 1/2" & 2"	.13766-001	UME 2 HP TRU/FLO W/T-10 PROCODER SA PIT C/F	$1,000.00
UMEs 1 1/2" & 2"	.13766-003	UME 2 HP TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT C/F	$1,360.00
UMEs 1 1/2" & 2"	.13766-006	UME 2 HP TRU/FLO W/T-10 PROCODER)TC PIT C/F	$1,050.00
UMEs 1 1/2" & 2"	.13766-021	UME 2 HP TRU/FLO W/T-10 PROCODER SA PIT GAL	$1,000.00
UMEs 1 1/2" & 2"	.13766-023	UME 2 HP TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT GAL	$1,360.00
UMEs 1 1/2" & 2"	.13766-026	UME 2 HP TRU/FLO W/T-10 PROCODER)TC PIT GAL	$1,050.00
UMEs 3"	..9596-119	UME 3 T/F W/T-10 E-CODER PIT C/F	$1,500.00
UMEs 3"	..9596-129	UME 3 T/F W/T-10 E-CODER PIT GAL	$1,500.00
UMEs 3"	..9596-149	UME 3 T/F W/T-10 E-CODER PIT M3	$1,500.00
UMEs 3"	..9596-152	UME 3 T/F W/T-10 E-CODER)R900*i* V4 PIT C/F	$1,860.00
UMEs 3"	..9596-162	UME 3 T/F W/T-10 E-CODER)R900*i* V4 PIT GAL	$1,860.00
UMEs 3"	..9596-182	UME 3 T/F W/T-10 E-CODER)R900*i* V4 PIT M3	$1,860.00
UMEs 3"	..9600-101	UME 3 F/H D/R C/F	$750.00
UMEs 3"	..9600-107	UME 3 T/T E-CODER PIT C/F	$750.00
UMEs 3"	..9600-108	UME 3 T/T E-CODER)R900*i* v4 PIT C/F	$930.00
UMEs 3"	..9600-201	UME 3 F/H D/R GAL	$750.00
UMEs 3"	..9600-207	UME 3 T/T E-CODER PIT GAL	$750.00
UMEs 3"	..9600-208	UME 3 T/T E-CODER)R900*i* v4 PIT GAL	$930.00
UMEs 3"	..9700-105	UME 3 HPT E-CODER)R900*i* V4 PIT C/F	$930.00
UMEs 3"	..9700-106	UME 3 HPT E-CODER)R900*i* V4 PIT GAL	$930.00
UMEs 3"	..9700-119	UME 3 HPT E-CODER PIT C/F	$750.00
UMEs 3"	..9700-129	UME 3 HPT E-CODER PIT GAL	$750.00
UMEs 3"	..9722-119	UME 3 HP F/S E-CODER PIT C/F	$750.00
UMEs 3"	.13759-101	UME 3 TRU/FLO W/T-10 PROCODER SA PIT C/F	$1,500.00
UMEs 3"	.13759-103	UME 3 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT C/F	$1,860.00
UMEs 3"	.13759-106	UME 3 TRU/FLO W/T-10 PROCODER)TC PIT C/F	$1,600.00
UMEs 3"	.13759-121	UME 3 TRU/FLO W/T-10 PROCODER SA PIT GAL	$1,500.00
UMEs 3"	.13759-123	UME 3 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT GAL	$1,860.00
UMEs 3"	.13759-126	UME 3 TRU/FLO W/T-10 PROCODER)TC PIT GAL	$1,600.00
UMEs 3"	.13761-101	UME 3 HPT PROCODER SA PIT C/F	$750.00
UMEs 3"	.13761-103	UME 3 HPT PROCODER)R900*i* V4 PIT C/F	$930.00
UMEs 3"	.13761-106	UME 3 HPT PROCODER)TC PIT C/F	$800.00
UMEs 3"	.13761-121	UME 3 HPT PROCODER SA PIT GAL	$750.00
UMEs 3"	.13761-123	UME 3 HPT PROCODER)R900*i* V4 PIT GAL	$930.00
UMEs 3"	.13761-126	UME 3 HPT PROCODER)TC PIT GAL	$800.00
UMEs 3"	.13762-101	UME 3 HP F/S PROCODER SA PIT C/F	$750.00

Description	Part Number	Part Description	List Price
UMEs 3"	.13762-103	UME 3 HP F/S PROCODER)R900*i* V4 PIT C/F	$930.00
UMEs 3"	.13762-106	UME 3 HP F/S PROCODER)TC PIT C/F	$800.00
UMEs 3"	.13762-121	UME 3 HP F/S PROCODER SA PIT GAL	$750.00
UMEs 3"	.13762-123	UME 3 HP F/S PROCODER)R900*i* V4 PIT GAL	$930.00
UMEs 3"	.13762-126	UME 3 HP F/S PROCODER)TC PIT GAL	$800.00
UMEs 4"	..9596-219	UME 4 T/F W/T-10 E-CODER PIT C/F	$2,000.00
UMEs 4"	..9596-229	UME 4 T/F W/T-10 E-CODER PIT GAL	$2,000.00
UMEs 4"	..9596-249	UME 4 T/F W/T-10 E-CODER PIT M3	$2,000.00
UMEs 4"	..9596-252	UME 4 T/F W/T-10 E-CODER)R900*i* V4 PIT C/F	$2,360.00
UMEs 4"	..9596-262	UME 4 T/F W/T-10 E-CODER)R900*i* V4 PIT GAL	$2,360.00
UMEs 4"	..9596-282	UME 4 T/F W/T-10 E-CODER)R900*i* V4 PIT M3	$2,360.00
UMEs 4"	..9700-205	UME 4 HPT E-CODER)R900*i* V4 PIT C/F	$1,180.00
UMEs 4"	..9700-206	UME 4 HPT E-CODER)R900*i* V4 PIT GAL	$1,180.00
UMEs 4"	..9700-219	UME 4 HPT E-CODER PIT C/F	$1,000.00
UMEs 4"	..9700-229	UME 4 HPT E-CODER PIT GAL	$1,000.00
UMEs 4"	..9719-310	UME 4 HP PROTECTUS III E-CODER PIT C/F	$2,000.00
UMEs 4"	..9719-343	UME 4 HP PROTECTUS III E-CODER)R900*i* V4 PIT GAL	$2,360.00
UMEs 4"	..9719-353	UME 4 HP PROTECTUS III E-CODER)R900*i* V4 PIT C/F	$2,360.00
UMEs 4"	..9722-219	UME 4 HP F/S E-CODER PIT C/F	$1,000.00
UMEs 4"	.13759-201	UME 4 TRU/FLO W/T-10 PROCODER SA PIT C/F	$2,000.00
UMEs 4"	.13759-203	UME 4 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT C/F	$2,360.00
UMEs 4"	.13759-206	UME 4 TRU/FLO W/T-10 PROCODER)TC PIT C/F	$2,100.00
UMEs 4"	.13759-221	UME 4 TRU/FLO W/T-10 PROCODER SA PIT GAL	$2,000.00
UMEs 4"	.13759-223	UME 4 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT GAL	$2,360.00
UMEs 4"	.13759-226	UME 4 TRU/FLO W/T-10 PROCODER)TC PIT GAL	$2,100.00
UMEs 4"	.13761-201	UME 4 HPT PROCODER SA PIT C/F	$1,000.00
UMEs 4"	.13761-203	UME 4 HPT PROCODER)R900*i* V4 PIT C/F	$1,180.00
UMEs 4"	.13761-206	UME 4 HPT PROCODER)TC PIT C/F	$1,050.00
UMEs 4"	.13761-221	UME 4 HPT PROCODER SA PIT GAL	$1,000.00
UMEs 4"	.13761-223	UME 4 HPT PROCODER)R900*i* V4 PIT GAL	$1,180.00
UMEs 4"	.13761-226	UME 4 HPT PROCODER)TC PIT GAL	$1,050.00
UMEs 4"	.13762-201	UME 4 HP F/S PROCODER SA PIT C/F	$1,000.00
UMEs 4"	.13762-203	UME 4 HP F/S PROCODER)R900*i* V4 PIT C/F	$1,180.00
UMEs 4"	.13762-206	UME 4 HP F/S PROCODER)TC PIT C/F	$1,050.00
UMEs 4"	.13762-221	UME 4 HP F/S PROCODER SA PIT C/F	$1,000.00
UMEs 4"	.13762-223	UME 4 HP F/S PROCODER)R900*i* V4 PIT GAL	$1,180.00
UMEs 4"	.13762-226	UME 4 HP F/S PROCODER)TC PIT GAL	$1,050.00
UMEs 4"	.13763-201	UME 4 HP PROTECTUS III PROCODER SA PIT C/F	$2,000.00
UMEs 4"	.13763-203	UME 4 HP PROTECTUS III PROCODER)R900*i* V4 PIT C/F	$2,360.00
UMEs 4"	.13763-206	UME 4 HP PROTECTUS III PROCODER)TC PIT C/F	$2,100.00
UMEs 4"	.13763-221	UME 4 HP PROTECTUS III PROCODER SA PIT GAL	$2,000.00
UMEs 4"	.13763-223	UME 4 HP PROTECTUS III PROCODER)R900*i* V4 PIT GAL	$2,360.00
UMEs 4"	.13763-226	UME 4 HP PROTECTUS III PROCODER)TC PIT GAL	$2,100.00

Description	Part Number	Part Description	List Price
UMEs 6"	..9596-319	UME 6 T/F W/T-10 E-CODER PIT C/F	$3,000.00
UMEs 6"	..9596-329	UME 6 T/F W/T-10 E-CODER PIT GAL	$3,000.00
UMEs 6"	..9596-349	UME 6 T/F W/T-10 E-CODER PIT M3	$3,000.00
UMEs 6"	..9596-352	UME 6 T/F W/T-10 E-CODER)R900*i* V4 PIT C/F	$3,360.00
UMEs 6"	..9596-362	UME 6 T/F W/T-10 E-CODER)R900*i* V4 PIT GAL	$3,360.00
UMEs 6"	..9596-382	UME 6 T/F W/T-10 E-CODER)R900*i* V4 PIT M3	$3,360.00
UMEs 6"	..9700-305	UME 6 HPT E-CODER)R900*i* V4 PIT C/F	$1,680.00
UMEs 6"	..9700-306	UME 6 HPT E-CODER)R900*i* V4 PIT GAL	$1,680.00
UMEs 6"	..9700-319	UME 6 HPT E-CODER PIT C/F	$1,500.00
UMEs 6"	..9700-329	UME 6 HPT E-CODER PIT GAL	$1,500.00
UMEs 6"	..9719-400	UME 6 HP PROTECTUS III E-CODER PIT GAL	$3,000.00
UMEs 6"	..9719-410	UME 6 HP PROTECTUS III E-CODER PIT C/F	$3,000.00
UMEs 6"	..9719-443	UME 6 HP PROTECTUS III E-CODER)R900*i* V4 PIT GAL	$3,360.00
UMEs 6"	..9719-453	UME 6 HP PROTECTUS III E-CODER)R900*i* V4 PIT C/F	$3,360.00
UMEs 6"	..9722-319	UME 6 HP F/S E-CODER PIT C/F	$1,500.00
UMEs 6"	.13759-301	UME 6 TRU/FLO W/T-10 PROCODER SA PIT C/F	$3,000.00
UMEs 6"	.13759-303	UME 6 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT C/F	$3,360.00
UMEs 6"	.13759-306	UME 6 TRU/FLO W/T-10 PROCODER)TC PIT C/F	$3,100.00
UMEs 6"	.13759-321	UME 6 TRU/FLO W/T-10 PROCODER SA PIT GAL	$3,000.00
UMEs 6"	.13759-323	UME 6 TRU/FLO W/T-10 PROCODER)R900*i* V4 PIT GAL	$3,360.00
UMEs 6"	.13759-326	UME 6 TRU/FLO W/T-10 PROCODER)TC PIT GAL	$3,100.00
UMEs 6"	.13761-301	UME 6 HPT PROCODER SA PIT C/F	$1,500.00
UMEs 6"	.13761-303	UME 6 HPT PROCODER)R900*i* V4 PIT C/F	$1,680.00
UMEs 6"	.13761-306	UME 6 HPT PROCODER)TC PIT C/F	$1,550.00
UMEs 6"	.13761-321	UME 6 HPT PROCODER SA PIT GAL	$1,500.00
UMEs 6"	.13761-323	UME 6 HPT PROCODER)R900*i* V4 PIT GAL	$1,680.00
UMEs 6"	.13761-326	UME 6 HPT PROCODER)TC PIT GAL	$1,550.00
UMEs 6"	.13762-301	UME 6 HP F/S PROCODER SA PIT C/F	$1,500.00
UMEs 6"	.13762-303	UME 6 HP F/S PROCODER)R900*i* V4 PIT C/F	$1,680.00
UMEs 6"	.13762-306	UME 6 HP F/S PROCODER)TC PIT C/F	$1,550.00
UMEs 6"	.13762-321	UME 6 HP F/S PROCODER SA PIT GAL	$1,500.00
UMEs 6"	.13762-323	UME 6 HP F/S PROCODER)R900*i* V4 PIT GAL	$1,680.00
UMEs 6"	.13762-326	UME 6 HP F/S PROCODER)TC PIT GAL	$1,550.00
UMEs 6"	.13763-301	UME 6 HP PROTECTUS III PROCODER SA PIT C/F	$3,000.00
UMEs 6"	.13763-303	UME 6 HP PROTECTUS III PROCODER)R900*i* V4 PIT C/F	$3,360.00
UMEs 6"	.13763-306	UME 6 HP PROTECTUS III PROCODER)TC PIT C/F	$3,100.00
UMEs 6"	.13763-321	UME 6 HP PROTECTUS III PROCODER SA PIT GAL	$3,000.00
UMEs 6"	.13763-323	UME 6 HP PROTECTUS III PROCODER)R900*i* V4 PIT GAL	$3,360.00
UMEs 6"	.13763-326	UME 6 HP PROTECTUS III PROCODER)TC PIT GAL	$3,100.00
UMEs 8"	..9700-405	UME 8 HPT E-CODER)R900*i* V4 PIT C/F	$2,180.00
UMEs 8"	..9700-406	UME 8 HPT E-CODER)R900*i* V4 PIT GAL	$2,180.00
UMEs 8"	..9700-419	UME 8 HPT E-CODER PIT C/F	$2,000.00
UMEs 8"	..9700-429	UME 8 HPT E-CODER PIT GAL	$2,000.00

Description	Part Number	Part Description	List Price
UMEs 8"	..9719-500	UME 8 HP PROTECTUS III E-CODER PIT GAL	$4,000.00
UMEs 8"	..9719-510	UME 8 HP PROTECTUS III E-CODER PIT C/F	$4,000.00
UMEs 8"	..9719-543	UME 8 HP PROTECTUS III E-CODER)R900*i* V4 PIT GAL	$4,360.00
UMEs 8"	..9719-553	UME 8 HP PROTECTUS III E-CODER)R900*i* V4 PIT C/F	$4,360.00
UMEs 8"	..9722-419	UME 8 HP F/S E-CODER PIT C/F	$2,000.00
UMEs 8"	.13761-401	UME 8 HPT PROCODER SA PIT C/F	$2,000.00
UMEs 8"	.13761-403	UME 8 HPT PROCODER)R900*i* V4 PIT C/F	$2,180.00
UMEs 8"	.13761-406	UME 8 HPT PROCODER)TC PIT C/F	$2,050.00
UMEs 8"	.13761-421	UME 8 HPT PROCODER SA PIT GAL	$2,000.00
UMEs 8"	.13761-423	UME 8 HPT PROCODER)R900*i* V4 PIT GAL	$2,180.00
UMEs 8"	.13761-426	UME 8 HPT PROCODER)TC PIT GAL	$2,050.00
UMEs 8"	.13762-401	UME 8 HP F/S PROCODER SA PIT C/F	$2,000.00
UMEs 8"	.13762-403	UME 8 HP F/S PROCODER)R900*i* V4 C/F	$2,180.00
UMEs 8"	.13762-406	UME 8 HP F/S PROCODER)TC PIT C/F	$2,050.00
UMEs 8"	.13762-421	UME 8 HP F/S PROCODER SA PIT GAL	$2,000.00
UMEs 8"	.13762-423	UME 8 HP F/S PROCODER)R900*i* V4 PIT GAL	$2,180.00
UMEs 8"	.13762-426	UME 8 HP F/S PROCODER)TC PIT GAL	$2,050.00
UMEs 8"	.13763-401	UME 8 HP PROTECTUS III PROCODER SA PIT C/F	$4,000.00
UMEs 8"	.13763-403	UME 8 HP PROTECTUS III PROCODER)R900*i* V4 PIT C/F	$4,360.00
UMEs 8"	.13763-406	UME 8 HP PROTECTUS III PROCODER)TC PIT C/F	$4,100.00
UMEs 8"	.13763-421	UME 8 HP PROTECTUS III PROCODER SA PIT GAL	$4,000.00
UMEs 8"	.13763-423	UME 8 HP PROTECTUS III PROCODER)R900*i* V4 PIT GAL	$4,360.00
UMEs 8"	.13763-426	UME 8 HP PROTECTUS III PROCODER)TC PIT GAL	$4,100.00
UMEs 10"	..9700-505	UME 10 HPT E-CODER)R900*i* V4 PIT C/F	$2,680.00
UMEs 10"	..9700-506	UME 10 HPT E-CODER)R900*i* V4 PIT GAL	$2,680.00
UMEs 10"	..9700-519	UME 10 HPT E-CODER PIT C/F	$2,500.00
UMEs 10"	..9700-529	UME 10 HPT E-CODER PIT GAL	$2,500.00
UMEs 10"	..9719-600	UME 10 HP PROTECTUS III E-CODER PIT GAL	$5,000.00
UMEs 10"	..9719-610	UME 10 HP PROTECTUS III E-CODER PIT C/F	$5,000.00
UMEs 10"	..9719-618	UME 10 HP PROTECTUS III PROREAD PIT C/F 2BD	$5,000.00
UMEs 10"	..9719-653	UME 10 HP PROTECTUS III E-CODER)R900*i* V4 PIT C/F	$5,360.00
UMEs 10"	..9722-519	UME 10 HP F/S E-CODER PIT C/F	$2,500.00
UMEs 10"	.13761-501	UME 10 HPT PROCODER SA PIT C/F	$2,500.00
UMEs 10"	.13761-503	UME 10 HPT PROCODER)R900*i* V4 C/F	$2,680.00
UMEs 10"	.13761-506	UME 10 HPT PROCODER)TC PIT C/F	$2,550.00
UMEs 10"	.13761-521	UME 10 HPT PROCODER SA PIT GAL	$2,500.00
UMEs 10"	.13761-523	UME 10 HPT PROCODER)R900*i* V4 PIT GAL	$2,680.00
UMEs 10"	.13761-526	UME 10 HPT PROCODER)TC PIT GAL	$2,550.00
UMEs 10"	.13762-501	UME 10 HP F/S PROCODER SA PIT C/F	$2,500.00
UMEs 10"	.13762-503	UME 10 HP F/S PROCODER)R900*i* V4 PIT C/F	$2,680.00
UMEs 10"	.13762-506	UME 10 HP F/S PROCODER)TC PIT C/F	$2,550.00
UMEs 10"	.13762-521	UME 10 HP F/S PROCODER SA PIT GAL	$2,500.00
UMEs 10"	.13762-523	UME 10 HP F/S PROCODER)R900*i* V4 PIT GAL	$2,680.00

Description	Part Number	Part Description	List Price
UMEs 10"	.13762-526	UME 10 HP F/S PROCODER)TC PIT GAL	$2,550.00
UMEs 10"	.13763-501	UME 10 HP PROTECTUS III PROCODER SA PIT C/F	$5,000.00
UMEs 10"	.13763-503	UME 10 HP PROTECTUS III PROCODER)R900*i* V4 PIT C/F	$5,360.00
UMEs 10"	.13763-506	UME 10 HP PROTECTUS III PROCODER)TC PIT C/F	$5,100.00
UMEs 10"	.13763-521	UME 10 HP PROTECTUS III PROCODER SA PIT GAL	$5,000.00
UMEs 10"	.13763-523	UME 10 HP PROTECTUS III PROCODER)R900*i* V4 PIT GAL	$5,360.00
UMEs 10"	.13763-526	UME 10 HP PROTECTUS III PROCODER)TC PIT GAL	$5,100.00
LARGE METER ACCESSORIES	..9656-236	MAKEUP-SPACER 3 CUST 5 3/4 COAT	$622.10
LARGE METER ACCESSORIES	..9656-237	MAKEUP-SPACER 4 CUST 7 1/4 COAT	$658.66
LARGE METER ACCESSORIES	..9656-241	MAKEUP-SPACER 6 CUST 8 3/4 COAT	$951.36
LARGE METER ACCESSORIES	..9656-242	MAKEUP-SPACER 6 CUST 2 3/4 COAT	$966.00
LARGE METER ACCESSORIES	..9656-506	SPACER ASSEMBLY 2 W/TEST PLUG SEBILOY	$259.00
LARGE METER ACCESSORIES	..9656-507	SPACER MAKEUP 2 FINAL MACH SEBILOY	$245.00
LARGE METER ACCESSORIES	..9656-508	SPACER ASSEMBLY 1 1/2 W/TEST PLUG SEBILOY	$287.00
LARGE METER ACCESSORIES	.12255-011	COVER REPAIR KIT 4	$756.00
LARGE METER ACCESSORIES	.12255-012	COVER REPAIR KIT 6	$1,134.00
LARGE METER ACCESSORIES	.12255-013	COVER REPAIR KIT 8	$1,512.00
LARGE METER ACCESSORIES	.12255-014	COVER REPAIR KIT 10	$1,890.00
LARGE METER ACCESSORIES	.12255-020	COVER REPAIR KIT 2 HPT	$400.00
LARGE METER ACCESSORIES	.13028-000	EPOXY REPAIR KIT W/APPLICATOR GUN COMPLETE	$1,350.00
LARGE METER ACCESSORIES	.13028-001	EPOXY REPAIR KIT WATTS	$294.00
LARGE METER ACCESSORIES	.13028-002	EPOXY APPLICATOR GUN WATTS	$760.00
LARGE METER ACCESSORIES	.41226-000	FLANGE NUT 5/8-11 UNC-2B	$0.82
LARGE METER ACCESSORIES	.41227-000	3/4-10 NUT DOUBLE CHAMFER	$1.28
LARGE METER ACCESSORIES	.60705-101	FLANGE KIT 1 1/2 BRZ ELECTRO	$78.00
LARGE METER ACCESSORIES	.60705-201	FLANGE KIT 2 BRZ ELECTRO	$98.00
LARGE METER ACCESSORIES	.60705-300	FLANGE KIT 3 C/I ELECTRO	$124.00
LARGE METER ACCESSORIES	.60705-301	FLANGE KIT 3 BRZ ELECTRO	$378.00
LARGE METER ACCESSORIES	.60705-400	FLANGE KIT 4 C/I ELECTRO	$190.00
LARGE METER ACCESSORIES	.60705-401	FLANGE KIT 4 BRZ ELECTRO	$526.00
LARGE METER ACCESSORIES	.60705-600	FLANGE KIT 6 C/I ELECTRO	$270.00
LARGE METER ACCESSORIES	.60705-601	FLANGE KIT 6 BRZ ELECTRO	$840.00
LARGE METER ACCESSORIES	.60705-800	FLANGE KIT 8 C/I ELECTRO	$494.00
LARGE METER ACCESSORIES	.60705-900	FLANGE KIT 10 C/I ELECTRO	$976.00
LARGE METER ACCESSORIES	.60707-003	GASKET 3 ROUND FLANGE	$10.16
LARGE METER ACCESSORIES	.60707-004	GASKET 4 ROUND FLANGE	$12.88
LARGE METER ACCESSORIES	.60707-006	GASKET 6 ROUND FLANGE	$14.50
LARGE METER ACCESSORIES	.60707-008	GASKET 8 ROUND FLANGE	$15.78
LARGE METER ACCESSORIES	.60707-010	GASKET 10 ROUND FLANGE	$40.26
LARGE METER ACCESSORIES	.60709-001	GASKET 1 1/2 FLANGE-OVAL	$4.50
LARGE METER ACCESSORIES	.60709-002	GASKET 2 FLANGE-OVAL	$5.64

Description	Part Number	Part Description	List Price
READING SYSTEMS MIU	..5500-158	CRIMPING TOOL	$30.00
READING SYSTEMS MIU	..6431-352	CABLE- 3 WIRE 1000 FT METAL R	$246.00
READING SYSTEMS MIU	..8138-125	CONNECTOR, SPLICING SCOTCHLOK	$0.90
READING SYSTEMS MIU	..8138-192	CONNECTOR SPLICING SCOTCHLOK 2 WIRE	$1.20
READING SYSTEMS MIU	..8328-042	SCREW SELF-TAP 4-24 3/8 LG SST	$0.22
READING SYSTEMS MIU	..8328-302	HI LO FASTENER 8-18 3/8 LONG	$0.48
READING SYSTEMS MIU	..8340-054	GASKET .594 X 1.155 X.120 SANTOPR	$3.14
READING SYSTEMS MIU	..8401-501	SCREW 4-40 3/16 LG TRUSS HD	$0.22
READING SYSTEMS MIU	.12213-300	BATTERY PACK ASSEMBLY POTTED E-CODER)R900*i* INSIDE	$45.08
READING SYSTEMS MIU	.12222-001	NUT MOLDED PROREAD PIT REC & R900 V2	$2.00
READING SYSTEMS MIU	.12287-001	MAGNET ACTIVATION DEVICE R900 WALL MIU	$15.40
READING SYSTEMS MIU	.12482-002	INSTALLATION KIT PIT APPLICATIONS	$4.80
READING SYSTEMS MIU	.12482-003	INSTALLATION KIT PIT APP LARGE CAPACITY	$9.30
READING SYSTEMS MIU	.12527-100	ANTENNA ASSEMBLY (SHORT TUBE) R900 V2 &V3 PIT MIU	$57.56
READING SYSTEMS MIU	.12539-001	MOUNTING ADAPTER R900 V2 WALL MIU	$11.48
READING SYSTEMS MIU	.12596-001	MIU REGISTER ADAPTER R900 V3	$9.00
READING SYSTEMS MIU	.12596-002	MIU REGISTER ADAPTER R900 V2 & V3 E-C/P/R PIT	$9.00
READING SYSTEMS MIU	.12643-001	SPLICE TUBE WATERPROOF FOR PIGTAIL CONNECTIONS	$2.16
READING SYSTEMS MIU	.12643-002	SPLICE TUBE WATERPROOF LARGE CAP	$4.00
READING SYSTEMS MIU	.12730-100	BATTERY PACK ASSEMBLY FM R900G	$43.20
READING SYSTEMS MIU	.12737-100	COVER W/GASKET R900G AMERICAN	$8.50
READING SYSTEMS MIU	.12747-002	GASKET AMERICAN BASE METER R900G	$2.10
READING SYSTEMS MIU	.12827-002	GASKET METER BASE R900G SENSUS (HAND PLACED)	$2.10
READING SYSTEMS MIU	.12847-002	GASKET METER BASE R900G ACTARIS (HAND PLACED)	$2.10
READING SYSTEMS MIU	.12851-000	BATTERY PACK ASSEMBLY POTTED R450 PIT/WALL FIXED NETWORK	$45.08
READING SYSTEMS MIU	.12855-600	R450 PIT MIU 6' VER ANTENNA ASSEMBLY NICOR CABLE	$200.00
READING SYSTEMS MIU	.12855-700	R450 PIT MIU 25' VER ANTENNA ASSEMBLY NICOR CABLE	$210.00
READING SYSTEMS MIU	.12986-000	R450 H-GAIN WALL MIU ANTENNA RETROFIT KIT	$50.00
READING SYSTEMS MIU	.13341-200	TRANSMITTER ASSEMBLY COMPLETE R900 V4 WALL MIU	$150.00
READING SYSTEMS MIU	.13442-200	R900 V4 PIT MIU 6' ASSEMBLY COMPLETE	$180.00
READING SYSTEMS MIU	.13442-300	R900 V4 PIT MIU 25' ASSEMBLY COMPLETE	$186.00
READING SYSTEMS MIU	.13442-400	R900 V4 PIT MIU 6' ASSEMBLY COMPLETE FOR P/R PIT R	$180.00
READING SYSTEMS MIU	.13442-500	R900 V4 PIT MIU 25' ASSEMBLY COMPLETE FOR P/R PIT R	$186.00
READING SYSTEMS MIU	.13442-800	R900 V4 PIT MIU ASSEMBLY COMPLETE KROHNE 3PIN	$400.00
READING SYSTEMS MIU	.13443-000	MIU/REGISTER ADAPTER KIT E-CODER V2 & R900 V3/V4	$10.00
READING SYSTEMS MIU	.13645-000	ANTENNA ASSEMBLY AT&T 2' CELLULAR PIT ETHERTRONIC	$105.00
READING SYSTEMS MIU	.13646-000	ANTENNA ASSEMBLY VERIZON CELLULAR PIT ETHERTRONIC	$105.00
READING SYSTEMS MIU	.13676-200	CMIU PIT ASSEMBLY AT&T W/6'	$470.00
READING SYSTEMS MIU	.13676-300	CMIU PIT ASSEMBLY AT&T W/25'	$470.00
READING SYSTEMS MIU	.13676-400	CMIU PIT ASSEMBLY AT&T W/6' FOR PIT REG	$470.00
READING SYSTEMS MIU	.13676-500	CMIU PIT ASSEMBLY AT&T W/25' PIT REG	$470.00
READING SYSTEMS MIU	.13678-200	CMIU PIT ASSEMBLY COMPLETE VERIZON W/6'	$520.00
READING SYSTEMS MIU	.13678-300	CMIU PIT ASSEMBLY COMPLETE VERIZON W/25'	$520.00
READING SYSTEMS MIU	.13678-400	CMIU PIT ASSEMBLY COMPLETE VERIZON W/6' FOR PIT REG	$520.00

Description	Part Number	Part Description	List Price
READING SYSTEMS MIU	.13678-500	CMIU PIT ASSEMBLY COMPLETE VERIZON W/25' FOR PIT REG	$520.00
READING SYSTEMS MIU	.13685-200	CMIU WALL ASSEMBLY COMPLETE VERIZON W/18'	$470.00
READING SYSTEMS MIU	.13685-210	CMIU WALL ASSEMBLY COMPLETE VERIZON W/6'	$470.00
READING SYSTEMS MIU	.13685-220	CMIU WALL ASSEMBLY COMPLETE VERIZON W/25'	$470.00
READING SYSTEMS MIU	.13686-200	CMIU WALL ASSEMBLY COMPLETE AT&T W/18'	$420.00
READING SYSTEMS MIU	.13686-210	CMIU WALL ASSEMBLY COMPLETE AT&T W/6'	$420.00
READING SYSTEMS MIU	.13686-220	CMIU WALL ASSEMBLY COMPLETE AT& T W/25'	$420.00
READING SYSTEMS MIU	.13749-000	ANTENNA ASSEMBLY 2' CABLE R900 LID MOUNT SLIP-ON	$34.00
READING SYSTEMS MIU	.13749-200	ANTENNA ASSEMBLY 6' CABLE R900 LID MOUNT SLIP-ON	$40.00
READING SYSTEMS MIU	.13749-300	ANTENNA ASSEMBLY 20' CABLE R900 LID MOUNT SLIP-ON	$50.00
READING SYSTEMS MIU	.96018-064	DOW CORNING 4 ELEC-INSULATING 5.3 OZ TUBE	$29.60
READING SYSTEMS MIU	.96018-072	NOVAGARD G661 SILICONE, 4CC PACKET	$1.96
READING SYSTEMS PROBES	.10080-604	WALL CHARGER ASSEMBLY ADVANTAGE	$90.00
READING SYSTEMS PROBES	.11992-101	BATTERY PACK ASSEMBLY ADVANTAGE II	$82.00
READING SYSTEMS PROBES	.12110-100	POCKET PROREADER RF SYSTEM	$1,320.00
READING SYSTEMS PROBES	.12517-100	ADVANTAGE II COMPLETE PROBE/BLANK	$1,840.00
READING SYSTEMS PROBES	.12517-300	ADVANTAGE II COMPLETE WAND/BLANK	$2,190.00
READING SYSTEMS FIELD PROGRAMMERS	.13457-000	TRIMBLE PROGRAMMING MOUSE SYSTEM LEVEL	$1,490.00
READING SYSTEMS HANDHELDS	.13143-001	BATTERY LITHIUM ION R900 BLUETOOTH BC RECEIVER	$200.00
READING SYSTEMS HANDHELDS	.13148-001	CHARGER LITHIUM-ION BATTERY PK R900 BLUETOOTH	$200.00
READING SYSTEMS HANDHELDS	.13245-101	RANGER POWER MODULE TRIMBLE RANGER 3 HH ACCESORIES	$600.00
READING SYSTEMS HANDHELDS	.13245-102	RANGER 3 Li-LON BATTERY TRIMBLE HH ACCESSORIES	$460.00
READING SYSTEMS HANDHELDS	.13245-103	RANGER 3 I/O PORT COVERS TRIMBLE HH ACCESSORIES	$50.00
READING SYSTEMS HANDHELDS	.13245-104	RANGER 3 SCREEN PROTECTO TRIMBLE HH ACCESSORIES	$50.00
READING SYSTEMS HANDHELDS	.13245-105	RANGER 3 STD CARRY CASE TRIMBLE HH ACCESSORIES	$100.00
READING SYSTEMS HANDHELDS	.13245-106	RANGER 3 AC CHARGE KIT TRIMBLE HH ACCESSORIES	$250.00
READING SYSTEMS HANDHELDS	.13245-107	RANGER 3 TUFS SPARE BATT TRIMBLE HH ACCESSORIES	$350.00
READING SYSTEMS HANDHELDS	.13245-108	RANGER 3 VEHICLE CHARGER TRIMBLE HH ACCESSORIES	$400.00
READING SYSTEMS HANDHELDS	.13245-109	RANGER RF ANTENNA	$330.00
READING SYSTEMS HANDHELDS	.13245-112	RANGER 3 HANDSTRAP WITH STAINLESS CLIPS	$44.00
READING SYSTEMS HANDHELDS	.13302-100	R900 BLUETOOTH BELT CLIP TRANSCEIVER 3.0 SYSTEM	$4,000.00
READING SYSTEMS HANDHELDS	.13457-000	TRIMBLE PROGRAMMING MOUSE SYSTEM LEVEL	$1,490.00
READING SYSTEMS HANDHELDS	.13461-001	TRIMBLE RANGER 3 CHARGING/COMM CRADLE	$750.00
READING SYSTEMS HANDHELDS	.13462-000	TRIMBLE RANGER 3 HH W/2650i SYSTEM	$11,000.00
READING SYSTEMS MOBILE	.12729-001	CABLE PROTECTOR MLD MOBILE COLLECTORS	$0.80
READING SYSTEMS MOBILE	.13094-001	POWER CABLE 12V AUTOMOBILE MRX920 v2	$250.00
READING SYSTEMS MOBILE	.13100-001	USB CABLE W/SECURE CONN MRX920 V2	$80.00
READING SYSTEMS MOBILE	.13125-001	CARRYING CASE W/SEAT BELT STRAP MRX920 V2	$80.00
READING SYSTEMS MOBILE	.13128-001	VEHICLE POWER SUPPLY 90 WATT	$258.00
READING SYSTEMS MOBILE	.13652-001	USB CABLE, A MALE TO MINI-B, 15'	$10.00

Description	Part Number	Part Description	List Price
READING SYSTEMS MOBILE	.13653-001	ANTENNA, 5dBi OMNI DIRECTION MRX920 V3	$155.00
READING SYSTEMS MOBILE	.13654-002	MAGNETIC MT, ANTENNA NMO, RF 12' W/FERRITE	$180.00
READING SYSTEMS MOBILE	.13655-100	MRX920v4 ASSEMBLY COMPLETE	$11,000.00
READING SYSTEMS R450 FIXED NETWORK	..8138-189	CONNECTOR COAX MALE 450C FIXED NETWORK	$56.20
READING SYSTEMS R450 FIXED NETWORK	..8138-190	CONNECTOR COAX FEMALE 450C FIXED NETWORK	$82.00
READING SYSTEMS R450 FIXED NETWORK	..8138-199	CONNECTOR COAX 7/16 DIN FEMALE 450C FIXED NETWORk	$54.00
READING SYSTEMS R450 FIXED NETWORK	..8138-200	CONNECTOR COAX N MALE 450C FIXED NETWORK	$56.20
READING SYSTEMS R450 FIXED NETWORK	.10046-116	CABLE COAX 1/2 DIAMETER 450C FIXED NETWORK	$7.00
READING SYSTEMS R450 FIXED NETWORK	.10046-117	CABLE COAX 6' JUMPER 450C FIXED NETWORK	$204.00
READING SYSTEMS R450 FIXED NETWORK	.10046-118	CABLE COAX HELIAX 7/8' 450C FIXED NETWORK RF	$15.00
READING SYSTEMS R450 FIXED NETWORK	.10046-119	CABLE COAX 1/2 DIA HELIAX RF ANTENNA FN	$7.00
READING SYSTEMS R450 FIXED NETWORK	.12896-001	ANTENNA RF OMNI 450-482 450C FIXED NETWORK	$3,000.00
READING SYSTEMS R450 FIXED NETWORK	.13068-200	SOLAR COLLECTOR SYSTEM ASSEMBLY 160W SMALL POLE VERSION	$5,000.00
READING SYSTEMS R450 FIXED NETWORK	.13068-300	SOLAR COLLECTOR SYSTEM ASSEMBLY 220W SMALL POLE VERSION	$6,500.00
READING SYSTEMS R900 GPRS GATEWAY FN	.12955-001	RUBBER PAD ROOF MOUNT STAND	$412.00
READING SYSTEMS R900 GPRS GATEWAY FN	.13085-001	BRACKET ANTENNA MOUNTING ARB FB MINI COLLECTOR	$100.00
READING SYSTEMS R900 GPRS GATEWAY FN	.13086-001	STAND BALLAST ROOF MOUNT	$1,800.00
READING SYSTEMS R900 GPRS GATEWAY FN	.13134-000	MOUNTING BRACKET ASSEMBLY ANTENNA CROSS/L POLE FB	$120.00
READING SYSTEMS R900 GPRS GATEWAY FN	.13146-100	ANTENNA RF W/BRACKETS R900 GATEWAY V2	$580.00
NEPTUNE 360 PLATFORM	.13812-001	NEPTUNE 360 ESSENTIALS SET UP FEE (360 PF)	$3,000.00
NEPTUNE 360 PLATFORM	.13812-002	NEPTUNE 360 ADVANCED SET UP FEE (360 PF)	$6,500.00
NEPTUNE 360 PLATFORM	.13812-004	NEPTUNE 360 ADD REMOTE TRAINING 4 HOUR WINDOW	$1,500.00
NEPTUNE 360 PLATFORM	.13812-005	NEPTUNE 360 ON SITE TRAINING 8 HOUR WINDOW	$3,000.00
NEPTUNE 360 PLATFORM	.13812-006	NEPTUNE 360 PROFESSIONAL SERVICES PER HOUR	$780.00
NEPTUNE 360 PLATFORM	.13812-101	NEPTUNE 360 AMI ESS SUB UP TO 250 SERVICES	$4,500.00
NEPTUNE 360 PLATFORM	.13812-102	NEPTUNE 360 AMI ESS SUB >250 - 1K SERVICES	$9,000.00
NEPTUNE 360 PLATFORM	.13812-103	NEPTUNE 360 AMI ESS SUB >1K - 2500 SERVICES	$13,500.00
NEPTUNE 360 PLATFORM	.13812-104	NEPTUNE 360 AMI ESS SUB >2500 - 5K SERVICES	$5.40
NEPTUNE 360 PLATFORM	.13812-105	NEPTUNE 360 AMR ESS SUB UP TO 2500 SERVICES	$4,500.00
NEPTUNE 360 PLATFORM	.13812-106	NEPTUNE 360 AMR ESS SUB >2500 - 5K SERVICES	$1.80
NEPTUNE 360 PLATFORM	.13812-201	NEPTUNE 360 AMI ADV SUB UP TO 5K SERVICES	$27,000.00
NEPTUNE 360 PLATFORM	.13812-202	NEPTUNE 360 AMI ADV SUB >5K - 10K SERVICES	$5.40
NEPTUNE 360 PLATFORM	.13812-203	NEPTUNE 360 AMI ADV SUB >10K - 50K SERVICES	$3.62
NEPTUNE 360 PLATFORM	.13812-204	NEPTUNE 360 AMI ADV SUB >20K - 50K SERVICES	$3.34
NEPTUNE 360 PLATFORM	.13812-205	NEPTUNE 360 AMI ADV SUB >50K - 100K SERVICES	$3.14
NEPTUNE 360 PLATFORM	.13812-206	NEPTUNE 360 AMI ADV SUB >100K SERVICES	$1.80
NEPTUNE 360 PLATFORM	.13812-207	NEPTUNE 360 AMR ADV SUB UP TO 5K SERVICES	$9,000.00
NEPTUNE 360 PLATFORM	.13812-208	NEPTUNE 360 AMR ADV SUB >5K - 10K SERVICES	$1.80
NEPTUNE 360 PLATFORM	.13812-209	NEPTUNE 360 AMR ADV SUB >10K - 20K SERVICES	$1.34
NEPTUNE 360 PLATFORM	.13812-210	NEPTUNE 360 AMR ADV SUB >20K - 50K SERVICES	$1.12

Description	Part Number	Part Description	List Price
NEPTUNE 360 PLATFORM	.13812-211	NEPTUNE 360 AMR ADV SUB >50K - 100K SERVICES	$1.04
NEPTUNE 360 PLATFORM	.13812-212	NEPTUNE 360 AMR ADV SUB >100K SERVICES	$0.90
READING SYSTEM RECEPTACLES	.11396-200	MAXI PIT RECEPTACLE COMP 6' 3 WIRE	$32.20
READING SYSTEM RECEPTACLES	.11396-300	MAXI PIT RECEPTACLE COMP 25' 3 WIRE	$38.32
READING SYSTEM RECEPTACLES	.12081-000	PROREAD RECEPTACLE WALL ASSEMBLY BLACK HOUSING	$21.90
READING SYSTEM RECEPTACLES	.12220-001	FLANGE BUTTON VERSION MOLDED PROREAD PIT RECP	$6.04
READING SYSTEM RECEPTACLES	.12222-001	NUT MOLDED PROREAD PIT REC & R900 V2	$2.00
READING SYSTEM RECEPTACLES	.12223-100	PROREAD PIT RECEPTACLE ASSEMBLY 6' VERSION	$43.00
READING SYSTEM RECEPTACLES	.12223-150	PROREAD PIT RECEPTACLE ASSEMBLY 25' VERSION	$50.72
TRICON/S	RA2F1B2	REG-TRICON/S C/F 1U 5/8 T-10	$860.00
TRICON/S	RA2F1G2	REG-TRICON/S C/F 10U 5/8 T-10	$860.00
TRICON/S	RA2F1K2	REG-TRICON/S C/F 100U 5/8 T-10	$860.00
TRICON/S	RA2F2B2	REG-TRICON/S C/F 1U 3/4 T-10	$860.00
TRICON/S	RA2F2G2	REG-TRICON/S C/F 10U 3/4 T-10	$860.00
TRICON/S	RA2F2K2	REG-TRICON/S C/F 100U 3/4 T-10	$860.00
TRICON/S	RA2F3B2	REG-TRICON/S C/F 1U 1 T-10	$860.00
TRICON/S	RA2F3G2	REG-TRICON/S C/F 10U 1 T-10	$860.00
TRICON/S	RA2F3K2	REG-TRICON/S C/F 100U 1 T-10	$860.00
TRICON/S	RA2F4B2	REG-TRICON/S C/F 1U 1 1/2 T-10	$860.00
TRICON/S	RA2F4G2	REG-TRICON/S C/F 10U 1 1/2 T-10	$860.00
TRICON/S	RA2F4K2	REG-TRICON/S C/F 100U 1 1/2 T-10	$860.00
TRICON/S	RA2F4N2	REG-TRICON/S C/F 1,000U 1 1/2 T-10	$860.00
TRICON/S	RA2F5B2	REG-TRICON/S C/F 1U 2 T-10	$860.00
TRICON/S	RA2F5G2	REG-TRICON/S C/F 10U 2 T-10	$860.00
TRICON/S	RA2F5K2	REG-TRICON/S C/F 100U 2 T-10	$860.00
TRICON/S	RA2F5N2	REG-TRICON/S C/F 1,000U 2 T-10	$860.00
TRICON/S	RA2G1B2	REG-TRICON/S GAL 1U 5/8 T-10	$860.00
TRICON/S	RA2G1G2	REG-TRICON/S GAL 10U 5/8 T-10	$860.00
TRICON/S	RA2G1K2	REG-TRICON/S GAL 100U 5/8 T-10	$860.00
TRICON/S	RA2G2B2	REG-TRICON/S GAL 1U 3/4 T-10	$860.00
TRICON/S	RA2G2G2	REG-TRICON/S GAL 10U 3/4 T-10	$860.00
TRICON/S	RA2G2K2	REG-TRICON/S GAL 100U 3/4 T-10	$860.00
TRICON/S	RA2G3B2	REG-TRICON/S GAL 1U 1 T-10	$860.00
TRICON/S	RA2G3G2	REG-TRICON/S GAL 10U 1 T-10	$860.00
TRICON/S	RA2G3K2	REG-TRICON/S GAL 100U 1 T-10	$860.00
TRICON/S	RA2G4G2	REG-TRICON/S GAL 10U 1 1/2 T-10	$860.00
TRICON/S	RA2G4K2	REG-TRICON/S GAL 100U 1 1/2 T-10	$860.00
TRICON/S	RA2G4N2	REG-TRICON/S GAL 1,000U 1 1/2 T-10	$860.00
TRICON/S	RA2G5G2	REG-TRICON/S GAL 10U 2 T-10	$860.00
TRICON/S	RA2G5K2	REG-TRICON/S GAL 100U 2 T-10	$860.00
TRICON/S	RA2G5N2	REG-TRICON/S GAL 1,000U 2 T-10	$860.00
TRICON/S	RA2M1B2	REG-TRICON/S LIT 1U 5/8 T-10	$860.00

Description	Part Number	Part Description	List Price
TRICON/S	RA2M1G2	REG-TRICON/S LIT 10U 5/8 T-10	$860.00
TRICON/S	RA2M1K2	REG-TRICON/S LIT 100U 5/8 T-10	$860.00
TRICON/S	RA2M2B2	REG-TRICON/S LIT 1U 3/4 T-10	$860.00
TRICON/S	RA2M2G2	REG-TRICON/S LIT 10U 3/4 T-10	$860.00
TRICON/S	RA2M2K2	REG-TRICON/S LIT 100U 3/4 T-10	$860.00
TRICON/S	RA2M3B2	REG-TRICON/S LIT 1U 1 T-10	$860.00
TRICON/S	RA2M3G2	REG-TRICON/S LIT 10U 1 T-10	$860.00
TRICON/S	RA2M3K2	REG-TRICON/S LIT 100U 1 T-10	$860.00
TRICON/S	RA2M4G2	REG-TRICON/S LIT 10U 1 1/2 T-10	$860.00
TRICON/S	RA2M4K2	REG-TRICON/S LIT 100U 1 1/2 T-10	$860.00
TRICON/S	RA2M4N2	REG-TRICON/S LIT 1,000U 1 1/2 T-10	$860.00
TRICON/S	RA2M5G2	REG-TRICON/S LIT 10U 2 T-10	$860.00
TRICON/S	RA2M5K2	REG-TRICON/S LIT 100U 2 T-10	$860.00
TRICON/S	RA2M5N2	REG-TRICON/S LIT 1,000U 2 T-10	$860.00
TRICON/S	RA3F2D2	REG-TRICON/S C/F 1U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3F2H2	REG-TRICON/S C/F 10U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3F2L2	REG-TRICON/S C/F 100U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3F2P2	REG-TRICON/S C/F 1,000U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3F3D2	REG-TRICON/S C/F 1U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3F3H2	REG-TRICON/S C/F 10U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3F3L2	REG-TRICON/S C/F 100U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3F3P2	REG-TRICON/S C/F 1,000U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3F4D2	REG-TRICON/S C/F 1U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3F4H2	REG-TRICON/S C/F 10U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3F4L2	REG-TRICON/S C/F 100U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3F4P2	REG-TRICON/S C/F 1,000U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3F5H2	REG-TRICON/S C/F 10U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3F5L2	REG-TRICON/S C/F 100U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3F5P2	REG-TRICON/S C/F 1,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3F5S2	REG-TRICON/S C/F 10,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3F6H2	REG-TRICON/S C/F 10U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3F6L2	REG-TRICON/S C/F 100U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3F6P2	REG-TRICON/S C/F 1,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3F6S2	REG-TRICON/S C/F 10,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3F7H2	REG-TRICON/S C/F 10U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3F7L2	REG-TRICON/S C/F 100U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3F7P2	REG-TRICON/S C/F 1,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3F7S2	REG-TRICON/S C/F 10,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3G2H2	REG-TRICON/S GAL 10U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3G2L2	REG-TRICON/S GAL 100U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3G2P2	REG-TRICON/S GAL 1,000U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3G2S2	REG-TRICON/S GAL 10,000U 2 TRIDENT TURBINE	$860.00
TRICON/S	RA3G3H2	REG-TRICON/S GAL 10U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3G3L2	REG-TRICON/S GAL 100U 3 TRIDENT TURBINE	$860.00

Description	Part Number	Part Description	List Price
TRICON/S	RA3G3P2	REG-TRICON/S GAL 1,000U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3G3S2	REG-TRICON/S GAL 10,000U 3 TRIDENT TURBINE	$860.00
TRICON/S	RA3G4H2	REG-TRICON/S GAL 10U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3G4L2	REG-TRICON/S GAL 100U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3G4P2	REG-TRICON/S GAL 1,000U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3G4S2	REG-TRICON/S GAL 10,000U 4 TRIDENT TURBINE	$860.00
TRICON/S	RA3G5L2	REG-TRICON/S GAL 100U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3G5P2	REG-TRICON/S GAL 1,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3G5S2	REG-TRICON/S GAL 10,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3G5V2	REG-TRICON/S GAL 100,000U 6 TRIDENT TURBINE	$860.00
TRICON/S	RA3G6L2	REG-TRICON/S GAL 100U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3G6P2	REG-TRICON/S GAL 1,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3G6S2	REG-TRICON/S GAL 10,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3G6V2	REG-TRICON/S GAL 100,000U 8 TRIDENT TURBINE	$860.00
TRICON/S	RA3G7L2	REG-TRICON/S GAL 100U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3G7P2	REG-TRICON/S GAL 1,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3G7S2	REG-TRICON/S GAL 10,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA3G7V2	REG-TRICON/S GAL 100,000U 10 TRIDENT TURBINE	$860.00
TRICON/S	RA5F0D2	REG-TRICON/S C/F 1U 4 HP PROTECTUS	$860.00
TRICON/S	RA5F0H2	REG-TRICON/S C/F 10U 4 HP PROTECTUS	$860.00
TRICON/S	RA5F0L2	REG-TRICON/S C/F 100U 4 HP PROTECTUS	$860.00
TRICON/S	RA5F0P2	REG-TRICON/S C/F 1,000U 4 HP PROTECTUS	$860.00
TRICON/S	RA5F2D2	REG-TRICON/S C/F 1U 2 HP TURBINE	$860.00
TRICON/S	RA5F2H2	REG-TRICON/S C/F 10U 2 HP TURBINE	$860.00
TRICON/S	RA5F2L2	REG-TRICON/S C/F 100U 2 HP TURBINE	$860.00
TRICON/S	RA5F2P2	REG-TRICON/S C/F 1,000U 2 HP TURBINE	$860.00
TRICON/S	RA5F3D2	REG-TRICON/S C/F 1U 3 HP TURBINE	$860.00
TRICON/S	RA5F3H2	REG-TRICON/S C/F 10U 3 HP TURBINE	$860.00
TRICON/S	RA5F3L2	REG-TRICON/S C/F 100U 3 HP TURBINE	$860.00
TRICON/S	RA5F3P2	REG-TRICON/S C/F 1,000U 3 HP TURBINE	$860.00
TRICON/S	RA5F4D2	REG-TRICON/S C/F 1U 4 HP TURBINE	$860.00
TRICON/S	RA5F4H2	REG-TRICON/S C/F 10U 4 HP TURBINE	$860.00
TRICON/S	RA5F4L2	REG-TRICON/S C/F 100U 4 HP TURBINE	$860.00
TRICON/S	RA5F4P2	REG-TRICON/S C/F 1,000U 4 HP TURBINE	$860.00
TRICON/S	RA5F5H2	REG-TRICON/S C/F 10U 6 HP TURBINE	$860.00
TRICON/S	RA5F5L2	REG-TRICON/S C/F 100U 6 HP TURBINE	$860.00
TRICON/S	RA5F5P2	REG-TRICON/S C/F 1,000U 6 HP TURBINE	$860.00
TRICON/S	RA5F5S2	REG-TRICON/S C/F 10,000U 6 HP TURBINE	$860.00
TRICON/S	RA5F6H2	REG-TRICON/S C/F 10U 8 HP TURBINE	$860.00
TRICON/S	RA5F6L2	REG-TRICON/S C/F 100U 8 HP TURBINE	$860.00
TRICON/S	RA5F6P2	REG-TRICON/S C/F 1,000U 8 HP TURBINE	$860.00
TRICON/S	RA5F6S2	REG-TRICON/S C/F 10,000U 8 HP TURBINE	$860.00
TRICON/S	RA5F7H2	REG-TRICON/S C/F 10U 10 HP TURBINE	$860.00
TRICON/S	RA5F7L2	REG-TRICON/S C/F 100U 10 HP TURBINE	$860.00

Description	Part Number	Part Description	List Price
TRICON/S	RA5F7P2	REG-TRICON/S C/F 1,000U 10 HP TURBINE	$860.00
TRICON/S	RA5F7S2	REG-TRICON/S C/F 10,000U 10 HP TURBINE	$860.00
TRICON/S	RA5FAH2	REG-TRICON/S C/F 10U 6 HP PROTECTUS	$860.00
TRICON/S	RA5FAL2	REG-TRICON/S C/F 100U 6 HP PROTECTUS	$860.00
TRICON/S	RA5FAP2	REG-TRICON/S C/F 1,000U 6 HP PROTECTUS	$860.00
TRICON/S	RA5FAS2	REG-TRICON/S C/F 10,000U 6 HP PROTECTUS	$860.00
TRICON/S	RA5FBH2	REG-TRICON/S C/F 10U 8 HP PROTECTUS	$860.00
TRICON/S	RA5FBL2	REG-TRICON/S C/F 100U 8 HP PROTECTUS	$860.00
TRICON/S	RA5FBP2	REG-TRICON/S C/F 1,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5FBS2	REG-TRICON/S C/F 10,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5FCH2	REG-TRICON/S C/F 10U 10 HP PROTECTUS	$860.00
TRICON/S	RA5FCL2	REG-TRICON/S C/F 100U 10 HP PROTECTUS	$860.00
TRICON/S	RA5FCP2	REG-TRICON/S C/F 1,000U 10 HP PROTECTUS	$860.00
TRICON/S	RA5FCS2	REG-TRICON/S C/F 10,000U 10 HP PROTECTUS	$860.00
TRICON/S	RA5G0H2	REG-TRICON/S GAL 10U 4 HP PROTECTUS	$860.00
TRICON/S	RA5G0L2	REG-TRICON/S GAL 100U 4 HP PROTECTUS	$860.00
TRICON/S	RA5G0P2	REG-TRICON/S GAL 1,000U 4 HP PROTECTUS	$860.00
TRICON/S	RA5G0S2	REG-TRICON/S GAL 10,000U 4 HP PROTECTUS	$860.00
TRICON/S	RA5G2H2	REG-TRICON/S GAL 10U 2 HP TURBINE	$860.00
TRICON/S	RA5G2L2	REG-TRICON/S GAL 100U 2 HP TURBINE	$860.00
TRICON/S	RA5G2P2	REG-TRICON/S GAL 1,000U 2 HP TURBINE	$860.00
TRICON/S	RA5G2S2	REG-TRICON/S GAL 10,000U 2 HP TURBINE	$860.00
TRICON/S	RA5G3H2	REG-TRICON/S GAL 10U 3 HP TURBINE	$860.00
TRICON/S	RA5G3L2	REG-TRICON/S GAL 100U 3 HP TURBINE	$860.00
TRICON/S	RA5G3P2	REG-TRICON/S GAL 1,000U 3 HP TURBINE	$860.00
TRICON/S	RA5G3S2	REG-TRICON/S GAL 10,000U 3 HP TURBINE	$860.00
TRICON/S	RA5G4H2	REG-TRICON/S GAL 10U 4 HP TURBINE	$860.00
TRICON/S	RA5G4L2	REG-TRICON/S GAL 100U 4 HP TURBINE	$860.00
TRICON/S	RA5G4P2	REG-TRICON/S GAL 1,000U 4 HP TURBINE	$860.00
TRICON/S	RA5G4S2	REG-TRICON/S GAL 10,000U 4 HP TURBINE	$860.00
TRICON/S	RA5G5L2	REG-TRICON/S GAL 100U 6 HP TURBINE	$860.00
TRICON/S	RA5G5P2	REG-TRICON/S GAL 1,000U 6 HP TURBINE	$860.00
TRICON/S	RA5G5S2	REG-TRICON/S GAL 10,000U 6 HP TURBINE	$860.00
TRICON/S	RA5G5V2	REG-TRICON/S GAL 100,000U 6 HP TURBINE	$860.00
TRICON/S	RA5G6L2	REG-TRICON/S GAL 100U 8 HP TURBINE	$860.00
TRICON/S	RA5G6P2	REG-TRICON/S GAL 1,000U 8 HP TURBINE	$860.00
TRICON/S	RA5G6S2	REG-TRICON/S GAL 10,000U 8 HP TURBINE	$860.00
TRICON/S	RA5G6V2	REG-TRICON/S GAL 100,000U 8 HP TURBINE	$860.00
TRICON/S	RA5G7L2	REG-TRICON/S GAL 100U 10 HP TURBINE	$860.00
TRICON/S	RA5G7P2	REG-TRICON/S GAL 1,000U 10 HP TURBINE	$860.00
TRICON/S	RA5G7S2	REG-TRICON/S GAL 10,000U 10 HP TURBINE	$860.00
TRICON/S	RA5G7V2	REG-TRICON/S GAL 100,000U 10 HP TURBINE	$860.00
TRICON/S	RA5GAL2	REG-TRICON/S GAL 100U 6 HP PROTECTUS	$860.00
TRICON/S	RA5GAP2	REG-TRICON/S GAL 1,000U 6 HP PROTECTUS	$860.00

Description	Part Number	Part Description	List Price
TRICON/S	RA5GAS2	REG-TRICON/S GAL 10,000U 6 HP PROTECTUS	$860.00
TRICON/S	RA5GAV2	REG-TRICON/S GAL 100,000U 6 HP PROTECTUS	$860.00
TRICON/S	RA5GBL2	REG-TRICON/S GAL 100U 8 HP PROTECTUS	$860.00
TRICON/S	RA5GBP2	REG-TRICON/S GAL 1,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5GBS2	REG-TRICON/S GAL 10,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5GBV2	REG-TRICON/S GAL 100,000U 8 HP PROTECTUS	$860.00
TRICON/S	RA5GCL2	REG-TRICON/S GAL 100U 10 HP PROTECTUS	$860.00
TRICON/S	RA5GCP2	REG-TRICON/S GAL 1,000U 10 HP PROTECTUS	$860.00
TRICON/S	RA5GCS2	REG-TRICON/S GAL 10,000U 10 HP PROTECTUS	$860.00
TRICON/S	RA5GCV2	REG-TRICON/S GAL 100,000U 10 HP PROTECTUS	$860.00
TRICON/E	..8328-042	SCREW SELF-TAP 4-24 3/8 LG SST	$0.22
TRICON/E	..8345-008	GROMMET .300 .500 SR 6W-1	$0.22
TRICON/E	..9309-501	REGISTER SEAL PIN	$0.16
TRICON/E	.12042-001	OWNERS MANUAL TRICON/E	$14.00
TRICON/E	.12194-000	TRICON/E INSTALLATION KIT	$72.80
TRICON/E	.60320-001	MOUNTING RING TRICON-E	$4.00
TRICON/E	.60321-001	DOOR TRICON-E	$20.74
TRICON/E	.60366-000	TRICON/E3 REG DIGITAL TURBINE	$900.00
TRICON/E	.60366-050	TRICON/E3 REG DIGITAL DISC	$900.00
TRICON/E	.60366-200	TRICON/E3 REG 4-20 MA 5/8 T-10	$1,000.00
TRICON/E	.60366-210	TRICON/E3 REG 4-20 MA 3/4 T-10	$1,000.00
TRICON/E	.60366-220	TRICON/E3 REG 4-20 MA 1 T-10	$1,000.00
TRICON/E	.60366-230	TRICON/E3 REG 4-20 MA 1 1/2 T-10	$1,000.00
TRICON/E	.60366-240	TRICON/E3 REG 4-20 MA 2 T-10	$1,000.00
TRICON/E	.60366-300	TRICON/E3 REG 4-20 MA 2 T/T	$1,000.00
TRICON/E	.60366-310	TRICON/E3 REG 4-20 MA 3 T/T	$1,000.00
TRICON/E	.60366-320	TRICON/E3 REG 4-20 MA 4 T/T	$1,000.00
TRICON/E	.60366-330	TRICON/E3 REG 4-20 MA 6 T/T	$1,000.00
TRICON/E	.60366-340	TRICON/E3 REG 4-20 MA 8 T/T	$1,000.00
TRICON/E	.60366-350	TRICON/E3 REG 4-20 MA 10 T/T	$1,000.00
TRICON/E	.60366-400	TRICON/E3 REG 4-20 MA 2 HPT	$1,000.00
TRICON/E	.60366-410	TRICON/E3 REG 4-20 MA 3 HPT	$1,000.00
TRICON/E	.60366-420	TRICON/E3 REG 4-20 MA 4 HPT	$1,000.00
TRICON/E	.60366-430	TRICON/E3 REG 4-20 MA 6 HPT	$1,000.00
TRICON/E	.60366-440	TRICON/E3 REG 4-20 MA 8 HPT	$1,000.00
TRICON/E	.60366-450	TRICON/E3 REG 4-20 MA 10 HPT	$1,000.00
TRICON/E	.60366-460	TRICON/E3 REG 4-20 MA 1 1/2 HPT	$1,000.00
TRICON/E	.60366-700	REGISTER ADAPTER ASSEMBLY DIGITAL 12, 16, 20 HPT	$800.00
TRICON/E	.60366-710	REGISTER ADAPTER ASSEMBLY 4-20 MA 12 HPT	$800.00
TRICON/E	.60366-720	REGISTER ADAPTER ASSEMBLY PLAIN	$800.00
TRICON/E	.60366-730	REGISTER ADAPTER ASSEMBLY 4-20 MA 16 HPT	$800.00
TRICON/E	.60366-740	REGISTER ADAPTER ASSEMBLY 4-20 MA 20 HPT	$800.00

Description	Part Number	Part Description	List Price
SMARTTROL	..8149-101	SMARTTROL B/C ES-558	$2,500.00
SMARTTROL	..8149-102	SMARTTROL B/C ES-558-1	$2,780.00
SMARTTROL	..8149-103	SMARTTROL B/C ES-558-3	$2,760.00
SMARTTROL	..8149-104	SMARTTROL B/C ES-558-13	$3,120.00
SMARTTROL	..8149-201	SMARTTROL TRICON/S RELAY	$2,500.00
SMARTTROL	..8149-203	SMARTTROL TRICON/S 4-20 MA	$2,760.00
FLOSEARCH	.60337-000	FLOSEARCH TRANSMIT ASSEMBLY 6'	$520.00
FLOSEARCH	.60337-100	FLOSEARCH TRANSMIT ASSEMBLY 20'	$580.00
FLOSEARCH	.60337-200	FLOSEARCH TRANSMIT W/O CABLE	$430.00
DIRECT READ REGISTERS	..5500-134	WRENCH FACE SPANNER ASSEMBLY	$163.42
DIRECT READ REGISTERS	..8350-007	SPIROL PIN 5/8 LG .102 DIA	$0.32
DIRECT READ REGISTERS	..9105-001	RETAINER RING L/P REG	$2.58
DIRECT READ REGISTERS	..9106-002	REGISTER SEAL PIN L/P GOLD	$0.16
DIRECT READ REGISTERS	..9107-011	SEAL L/P REG ASSEMBLY 5/8 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-012	SEAL L/P REG ASSEMBLY 5/8 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9107-021	SEAL L/P REG ASSEMBLY 3/4 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-022	SEAL L/P REG ASSEMBLY 3/4 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9107-031	SEAL L/P REG ASSEMBLY 1 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-032	SEAL L/P REG ASSEMBLY 1 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9107-041	SEAL L/P REG ASSEMBLY 1 1/2 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-042	SEAL L/P REG ASSEMBLY 1 1/2 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9107-051	SEAL L/P REG ASSEMBLY 2 T-10 GAL	$30.80
DIRECT READ REGISTERS	..9107-052	SEAL L/P REG ASSEMBLY 2 T-10 C/F	$30.80
DIRECT READ REGISTERS	..9131-000	BOX & LID ASSEMBLY L/P REG PLS	$10.48
DIRECT READ REGISTERS	..9131-100	BOX & LID ASSEMBLY L/P REG BRZ	$25.76
DIRECT READ REGISTERS	..9132-001	LID L/P REG PLASTIC MOLDED	$2.26
DIRECT READ REGISTERS	..9133-001	BOX L/P REG PLASTIC MOLDED	$4.68
DIRECT READ REGISTERS	..9309-501	REGISTER SEAL PIN	$0.16
DIRECT READ REGISTERS	.71345-002	TEST RING T-10 REGISTER	$9.20
DIRECT READ REGISTERS	R82F11	REG-DIR READ C/F PLS 5/8 T-10	$37.80
DIRECT READ REGISTERS	R82F12	REG-DIR READ C/F BRZ 5/8 T-10	$51.80
DIRECT READ REGISTERS	R82F21	REG-DIR READ C/F PLS 3/4 T-10	$37.80
DIRECT READ REGISTERS	R82F22	REG-DIR READ C/F BRZ 3/4 T-10	$51.80
DIRECT READ REGISTERS	R82F31	REG-DIR READ C/F PLS 1 T-10	$37.80
DIRECT READ REGISTERS	R82F32	REG-DIR READ C/F BRZ 1 T-10	$51.80
DIRECT READ REGISTERS	R82F41	REG-DIR READ C/F PLS 1 1/2 T-10	$37.80
DIRECT READ REGISTERS	R82F42	REG-DIR READ C/F BRZ 1 1/2 T-10	$51.80
DIRECT READ REGISTERS	R82F51	REG-DIR READ C/F PLS 2 T-10	$37.80
DIRECT READ REGISTERS	R82F52	REG-DIR READ C/F BRZ 2 T-10	$51.80
DIRECT READ REGISTERS	R82G11	REG-DIR READ GAL PLS 5/8 T-10	$37.80
DIRECT READ REGISTERS	R82G12	REG-DIR READ GAL BRZ 5/8 T-10	$51.80
DIRECT READ REGISTERS	R82G21	REG-DIR READ GAL PLS 3/4 T-10	$37.80

Description	Part Number	Part Description	List Price
DIRECT READ REGISTERS	R82G22	REG-DIR READ GAL BRZ 3/4 T-10	$51.80
DIRECT READ REGISTERS	R82G31	REG-DIR READ GAL PLS 1 T-10	$37.80
DIRECT READ REGISTERS	R82G32	REG-DIR READ GAL BRZ 1 T-10	$51.80
DIRECT READ REGISTERS	R82G41	REG-DIR READ GAL PLS 1 1/2 T-10	$37.80
DIRECT READ REGISTERS	R82G42	REG-DIR READ GAL BRZ 1 1/2 T-10	$51.80
DIRECT READ REGISTERS	R82G51	REG-DIR READ GAL PLS 2 T-10	$37.80
DIRECT READ REGISTERS	R82G52	REG-DIR READ GAL BRZ 2 T-10	$51.80
DIRECT READ REGISTERS	R83F8	REG-DIR READ C/F BRZ 3 FIRE HYDRANT	$98.00
DIRECT READ REGISTERS	R83G8	REG-DIR READ GAL BRZ 3 FIRE HYDRANT	$98.00
E-CODER REGISTERS INSIDE	RE1G11	REG-E-CODER GAL 5/8 T-8	$126.00
E-CODER REGISTERS INSIDE	RE2F11	REG-E-CODER C/F 5/8 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2F21	REG-E-CODER C/F 3/4 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2F31	REG-E-CODER C/F 1 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2F41	REG-E-CODER C/F 1 1/2 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2F51	REG-E-CODER C/F 2 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G11	REG-E-CODER GAL 5/8 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G21	REG-E-CODER GAL 3/4 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G31	REG-E-CODER GAL 1 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G41	REG-E-CODER GAL 1 1/2 T-10	$126.00
E-CODER REGISTERS INSIDE	RE2G51	REG-E-CODER GAL 2 T-10	$126.00
E-CODER REGISTERS INSIDE	RE4G11	REG-E-CODER GAL 5/8 SUB T-10	$126.00
E-CODER REGISTERS PIT	RH1G11	REG-E-CODER PIT GAL 5/8 T-8	$146.00
E-CODER REGISTERS PIT	RH2F11	REG-E-CODER PIT C/F 5/8 T-10	$146.00
E-CODER REGISTERS PIT	RH2F21	REG-E-CODER PIT C/F 3/4 T-10	$146.00
E-CODER REGISTERS PIT	RH2F31	REG-E-CODER PIT C/F 1 T-10	$146.00
E-CODER REGISTERS PIT	RH2F41	REG-E-CODER PIT C/F 1 1/2 T-10	$146.00
E-CODER REGISTERS PIT	RH2F51	REG-E-CODER PIT C/F 2 T-10	$146.00
E-CODER REGISTERS PIT	RH2G11	REG-E-CODER PIT GAL 5/8 T-10	$146.00
E-CODER REGISTERS PIT	RH2G21	REG-E-CODER PIT GAL 3/4 T-10	$146.00
E-CODER REGISTERS PIT	RH2G31	REG-E-CODER PIT GAL 1 T-10	$146.00
E-CODER REGISTERS PIT	RH2G41	REG-E-CODER PIT GAL 1 1/2 T-10	$146.00
E-CODER REGISTERS PIT	RH2G51	REG-E-CODER PIT GAL 2 T-10	$146.00
E-CODER REGISTERS PIT	RH3F11	REG-E-CODER PIT C/F 2 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3F21	REG-E-CODER PIT C/F 3 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3F31	REG-E-CODER PIT C/F 4 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3F41	REG-E-CODER PIT C/F 6 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3F51	REG-E-CODER PIT C/F 8 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G11	REG-E-CODER PIT GAL 2 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G21	REG-E-CODER PIT GAL 3 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G31	REG-E-CODER PIT GAL 4 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G41	REG-E-CODER PIT GAL 6 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH3G51	REG-E-CODER PIT GAL 8 TRIDENT TURBINE	$146.00

Description	Part Number	Part Description	List Price
E-CODER REGISTERS PIT	RH3G61	REG-E-CODER PIT GAL 10 TRIDENT TURBINE	$146.00
E-CODER REGISTERS PIT	RH4G11	REG-E-CODER PIT GAL 5/8 SUB T-10	$146.00
E-CODER REGISTERS PIT	RH5F01	REG-E-CODER PIT C/F 10 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F11	REG-E-CODER PIT C/F 2 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F21	REG-E-CODER PIT C/F 3 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F31	REG-E-CODER PIT C/F 4 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F41	REG-E-CODER PIT C/F 6 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F51	REG-E-CODER PIT C/F 8 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5F61	REG-E-CODER PIT C/F 4 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5F71	REG-E-CODER PIT C/F 6 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5F81	REG-E-CODER PIT C/F 8 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5F91	REG-E-CODER PIT C/F 10 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5FA1	REG-E-CODER PIT C/F 12 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5FB1	REG-E-CODER PIT C/F 16 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G01	REG-E-CODER PIT GAL 10 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G11	REG-E-CODER PIT GAL 2 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G21	REG-E-CODER PIT GAL 3 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G31	REG-E-CODER PIT GAL 4 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G41	REG-E-CODER PIT GAL 6 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G51	REG-E-CODER PIT GAL 8 HP TURBINE	$146.00
E-CODER REGISTERS PIT	RH5G61	REG-E-CODER PIT GAL 4 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5G71	REG-E-CODER PIT GAL 6 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5G81	REG-E-CODER PIT GAL 8 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH5G91	REG-E-CODER PIT GAL 10 HP PROTECTUS	$146.00
E-CODER REGISTERS PIT	RH8F11	REG-E-CODER PIT C/F 5/8 T-10 FOR 2 & 3 T/F	$146.00
E-CODER REGISTERS PIT	RH8F21	REG-E-CODER PIT C/F 3/4 T-10 FOR 4 T/F	$146.00
E-CODER REGISTERS PIT	RH8F31	REG-E-CODER PIT C/F 1 T-10 FOR 6 T/F & 4 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8F41	REG-E-CODER PIT C/F 1 1/2 T-10 FOR 6 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8F51	REG-E-CODER PIT C/F 2 T-10 FOR 8 & 10 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8G11	REG-E-CODER PIT GAL 5/8 T-10 FOR 2 & 3 T/F	$146.00
E-CODER REGISTERS PIT	RH8G21	REG-E-CODER PIT GAL 3/4 T-10 FOR 4 T/F	$146.00
E-CODER REGISTERS PIT	RH8G31	REG-E-CODER PIT GAL 1 T-10 FOR 6 T/F & 4 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8G41	REG-E-CODER PIT GAL 1 1/2 T-10 FOR 6 HPP 3	$146.00
E-CODER REGISTERS PIT	RH8G51	REG-E-CODER PIT GAL 2 T-10 FOR 8 & 10 HPP 3	$146.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F13	REG-E-CODER)R900*i* V4 C/F 5/8 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F23	REG-E-CODER)R900*i* V4 C/F 3/4 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F33	REG-E-CODER)R900*i* V4 C/F 1 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F43	REG-E-CODER)R900*i* V4 C/F 1 1/2 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2F53	REG-E-CODER)R900*i* V4 C/F 2 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2G13	REG-E-CODER)R900*i* V4 GAL 5/8 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2G23	REG-E-CODER)R900*i* V4 GAL 3/4 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2G33	REG-E-CODER)R900*i* V4 GAL 1 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD2G43	REG-E-CODER)R900*i* V4 GAL1 1/2 T-10 INSIDE	$266.00

Description	Part Number	Part Description	List Price
E-CODER)R900*i* REGISTERS INSIDE	RD2G53	REG-E-CODER)R900*i* V4 GAL 2 T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD4F13	REG-E-CODER)R900*i* V4 C/F 5/8 SUB T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS INSIDE	RD4G13	REG-E-CODER)R900*i* V4 GA 5/8 SUB T-10 INSIDE	$266.00
E-CODER)R900*i* REGISTERS PIT	RW2F13	REG-E-CODER)R900*i* V4 C/F 5/8 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2F23	REG-E-CODER)R900*i* V4 C/F 3/4 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2F33	REG-E-CODER)R900*i* V4 C/F 1 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2F43	REG-E-CODER)R900*i* V4 C/F 1 1/2 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2F53	REG-E-CODER)R900*i* V4 C/F 2 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G13	REG-E-CODER)R900*i* V4 GAL 5/8 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G23	REG-E-CODER)R900*i* V4 GAL 3/4 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G33	REG-E-CODER)R900*i* V4 GAL 1 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G43	REG-E-CODER)R900*i* V4 GAL 1 1/2 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW2G53	REG-E-CODER)R900*i* V4 GAL 2 T-10 PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F13	REG-E-CODER)R900*i* V4 C/F 2 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F23	REG-E-CODER)R900*i* V4 C/F 3 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F33	REG-E-CODER)R900*i* V4 C/F 4 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F43	REG-E-CODER)R900*i* V4 C/F 6 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3F53	REG-E-CODER)R900*i* V4 C/F 8 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3G23	REG-E-CODER)R900*i* V4 GAL 3 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3G33	REG-E-CODER)R900*i* V4 GAL 4 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3G43	REG-E-CODER)R900*i* V4 GAL 6 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW3G53	REG-E-CODER)R900*i* V4 GAL 8 TRIDENT TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F03	REG-E-CODER)R900*i* V4 C/F 10 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F13	REG-E-CODER)R900*i* V4 C/F 2 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F23	REG-E-CODER)R900*i* V4 C/F 3 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F33	REG-E-CODER)R900*i* V4 C/F 4 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F43	REG-E-CODER)R900*i* V4 C/F 6 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F53	REG-E-CODER)R900*i* V4 C/F 8 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F63	REG-E-CODER)R900*i* V4 C/F 4 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F73	REG-E-CODER)R900*i* V4 C/F 6 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F83	REG-E-CODER)R900*i* V4 C/F 8 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5F93	REG-E-CODER)R900*i* V4 C/F 10 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G03	REG-E-CODER)R900*i* V4 GAL 10 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G13	REG-E-CODER)R900*i* V4 GAL 2 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G23	REG-E-CODER)R900*i* V4 GAL 3 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G33	REG-E-CODER)R900*i* V4 GAL 4 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G43	REG-E-CODER)R900*i* V4 GAL 6 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G53	REG-E-CODER)R900*i* V4 GAL 8 HP TURBINE PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G63	REG-E-CODER)R900*i* V4 GAL 4 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G73	REG-E-CODER)R900*i* V4 GAL 6 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G83	REG-E-CODER)R900*i* V4 GAL 8 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW5G93	REG-E-CODER)R900*i* V4 GAL 10 HP PROTECTUS PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8F13	REG-E-CODER)R900*i* V4 C/F 5/8 T-10 FOR 2 & 3 T/F P	$296.00

Description	Part Number	Part Description	List Price
E-CODER)R900*i* REGISTERS PIT	RW8F23	REG-E-CODER)R900*i* V4 C/F 3/4 T-10 FOR 4 T/F PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8F33	REG-E-CODER)R900*i* V4 C/F 1 T-10 FOR 6 T/F & 4 HPP 3	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8F43	REG-E-CODER)R900*i* V4 C/F 1 1/2 T-10 FOR 6 HPP 3	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8F53	REG-E-CODER)R900*i* V4 C/F 2 T-10 FOR 8 & 10 HPP 3 P	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G13	REG-E-CODER)R900*i* V4 GAL 5/8 T-10 FOR 2 & 3 T/F P	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G23	REG-E-CODER)R900*i* V4 GAL 3/4 T-10 FOR 4 T/F PIT	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G33	REG-E-CODER)R900*i* V4 GAL 1 T-10 FOR 6 T/F & 4 HPP 3	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G43	REG-E-CODER)R900*i* V4 GAL 1 1/2 T-10 FOR 6 HPP 3	$296.00
E-CODER)R900*i* REGISTERS PIT	RW8G53	REG-E-CODER)R900*i* V4 GAL 2 T-10 FOR 8 & 10 HPP 3	$296.00
REGISTERS PROCODER INSIDE	RPE2G11	REG-PROCODER 5/8 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE2G21	REG-PROCODER 3/4 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE2G31	REG-PROCODER 1 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE2G41	REG-PROCODER 1 1/2 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE2G51	REG-PROCODER 2 T-10 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER INSIDE	RPE4G11	REG-PROCODER SUB 5/8 STANDALONE INSIDE GAL	$122.00
REGISTERS PROCODER PIT	RPH2G11	REG-PROCODER 5/8 T-10 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH2G21	REG-PROCODER 3/4 T-10 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH2G31	REG-PROCODER 1 T-10 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH2G41	REG-PROCODER 1 1/2 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH2G51	REG-PROCODER 2 STANDALONE PIT GAL	$142.00
REGISTERS PROCODER PIT	RPH3G21	REG-PROCODER SA PIT GAL 3 TRIDENT TURBINE	$142.00
REGISTERS PROCODER PIT	RPH3G31	REG-PROCODER SA PIT GAL 4 TRIDENT TURBINE	$142.00
REGISTERS PROCODER PIT	RPH3G41	REG-PROCODER SA PIT GAL 6 TRIDENT TURBINE	$142.00
REGISTERS PROCODER PIT	RPH4G11	REG-PROCODER SA PIT GAL 5/8 SUB METER	$142.00
REGISTERS PROCODER PIT	RPH5G01	REG-PROCODER SA PIT GAL 10 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G11	REG-PROCODER SA PIT GAL 2 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G21	REG-PROCODER SA PIT GAL 3 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G31	REG-PROCODER SA PIT GAL 4 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G41	REG-PROCODER SA PIT GAL 6 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G51	REG-PROCODER SA PIT GAL 8 HP TURBINE	$142.00
REGISTERS PROCODER PIT	RPH5G61	REG-PROCODER SA PIT GAL 4 HP PROTECTUS	$142.00
REGISTERS PROCODER PIT	RPH5G71	REG-PROCODER SA PIT GAL 6 HP PROTECTUS	$142.00
REGISTERS PROCODER PIT	RPH5G81	REG-PROCODER SA PIT GAL 8 HP PROTECTUS	$142.00
REGISTERS PROCODER PIT	RPH5G91	REG-PROCODER SA PIT GAL 10 HP PROTECTUS	$142.00
REGISTERS PROCODER PIT	RPH8G11	REG-PROCODER SA PIT GAL 5/8 T-10 FOR 2 & 3 T/F	$142.00
REGISTERS PROCODER PIT	RPH8G21	REG-PROCODER SA PIT GAL 3/4 T-10 FOR 4 T/F	$142.00
REGISTERS PROCODER PIT	RPH8G31	REG-PROCODER SA PIT GAL 1 T-10 FOR 6 T/F & 4 HPP 3	$142.00
REGISTERS PROCODER PIT	RPH8G41	REG-PROCODER SA PIT GAL 1 1/2 T-10 FOR 6 HPP 3	$142.00
REGISTERS PROCODER PIT	RPH8G51	REG-PROCODER SA PIT GAL 2 T-10 FOR 8 & 10 HP P3	$142.00
REGISTERS PROCODER)TC INSIDE	RPT2G11	REG-PROCODER 5/8 TOUCHCOUPLER INSIDE GAL	$152.00
REGISTERS PROCODER)TC INSIDE	RPT2G21	REG-PROCODER 3/4 TOUCHCOUPLER INSIDE GAL	$152.00

Description	Part Number	Part Description	List Price
REGISTERS PROCODER)TC INSIDE	RPT2G31	REG-PROCODER 1 TOUCHCOUPLER INSIDE GAL	$152.00
REGISTERS PROCODER)TC INSIDE	RPT2G41	REG-PROCODER 1 1/2 TOUCHCOUPLER INSIDE GAL	$152.00
REGISTERS PROCODER)TC INSIDE	RPT2G51	REG-PROCODER 2 TOUCHCOUPLER INSIDE GAL	$152.00
REGISTERS PROCODER)TC PIT	RPC2G11	REG-PROCODER 5/8 T-10 TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC2G41	REG-PROCODER 1 1/2 T-10 TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC2G51	REG-PROCODER 2 T-10 TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC3G21	REG-PROCODER 3 T/T TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC3G31	REG-PROCODER 4 T/T TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC3G41	REG-PROCODER 6 T/T TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G01	REG-PROCODER 10 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G11	REG-PROCODER 2 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G21	REG-PROCODER 3 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G31	REG-PROCODER 4 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G41	REG-PROCODER 6 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G51	REG-PROCODER 8 HPT TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G61	REG-PROCODER 4 HPP III TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G71	REG-PROCODER 6 HPP III TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G81	REG-PROCODER 8 HPP III TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC5G91	REG-PROCODER 10 HPP III TOUCHCOUPLER PIT GAL	$182.00
REGISTERS PROCODER)TC PIT	RPC8G11	REG-PROCODER)TC PIT GAL 5/8 T-10 FOR 2 & 3 T/F	$182.00
REGISTERS PROCODER)TC PIT	RPC8G21	REG-PROCODER)TC PIT GAL 3/4 T-10 FOR 4 T/F	$182.00
REGISTERS PROCODER)TC PIT	RPC8G31	REG-PROCODER)TC PIT GAL 1 T-10 FOR 6 T/F & 4 HPP 3	$182.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G11	REG-PROCODER 5/8 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G21	REG-PROCODER 3/4 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G31	REG-PROCODER 1 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G41	REG-PROCODER 1 1/2 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* INSIDE	RPD2G51	REG-PROCODER 2 T-10 R900*i* INSIDE GAL	$262.00
REGISTERS PROCODER)R900*i* PIT	RPW2G11	REG-PROCODER 5/8 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW2G21	REG-PROCODER 3/4 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW2G31	REG-PROCODER 1 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW2G41	REG-PROCODER 1 1/2 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW2G51	REG-PROCODER 2 T-10 R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW3G21	REG-PROCODER 3 T/T R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW3G31	REG-PROCODER 4 T/T R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW3G41	REG-PROCODER 6 T/T R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G01	REG-PROCODER 10 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G11	REG-PROCODER 2 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G21	REG-PROCODER 3 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G31	REG-PROCODER 4 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G41	REG-PROCODER 6 HPT R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G51	REG-PROCODER 8 HPT R900*i* V4 PIT GAL	$292.00

Description	Part Number	Part Description	List Price
REGISTERS PROCODER)R900*i* PIT	RPW5G61	REG-PROCODER 4 HPP III R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G71	REG-PROCODER 6 HPP III R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G81	REG-PROCODER 8 HPP III R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW5G91	REG-PROCODER 10 HPP III R900*i* V4 PIT GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G11	REG-PROCODER)R900*i* V4 PIT 5/8 T-10 FOR 2 & 3 T/F GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G21	REG-PROCODER)R900*i* V4 PIT 3/4 T-10 FOR 4 T/F GAL	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G31	REG-PROCODER)R900*i* V4 PIT 1 T-10 FOR 6 T/F & 4 HPP 3 GA	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G41	REG-PROCODER)R900*i* V4 PIT 1 1/2 T-10 FOR 6 HPP 3 GA	$292.00
REGISTERS PROCODER)R900*i* PIT	RPW8G51	REG-PROCODER)R900*i* V4 PIT 2 T-10 FOR 8 & 10 HPP 3 GAL	$292.00

neptunetg.com

To obtain pricing or order related parts and equipment, contact your local Neptune Sales Representative, Authorized Neptune Distributor, or contact the Neptune Customer Service Department at 800-645-1892.

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END OF EXHIBIT B

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Alachua

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME]Keith Ellenburg, as [INSERT TITLE] President of [INSERT SUPPLIER NAME] Sunstate Meter & Supply with full authority to bind (hereinafter "SUPPLIER"), who being first duly sworn, deposes and says that SUPPLIER:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require SUPPLIER to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 19-R072004CB for Neptune Water Meters and Associated Parts.

DATED this 5th day of August, 2019.

Keith Ellenburg
Signature

The foregoing instrument was sworn to and acknowledged before me this 5th day of August, 2019, by Keith Ellenburg as President of Sunstate Meter & Supply. He/she is personally known to me or has produced personally known. as identification.

Karen Whittle
Notary Public, State of Florida at Large

Commission No. _____

KAREN WHITTLE
COMMISSION #FF60726
EXPIRES November 27, 2021
BONDED THROUGH
RLI INSURANCE COMPANY

EXHIBIT D, INSURANCE REQUIREMENTS

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The SUPPLIER shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $1,000,000 Single Limit Per Occurrence
- $2,000,000 Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury Liability
- $50,000 Fire Damage Liability
- $10,000 Medical Expense, and
- $1,000,000, Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

This policy shall contain severability of interests' provisions.

☒ Employer's Liability Insurance

Coverage limits of not less than:

- $100,000 Each Accident
- $500,000 Disease Each Employee
- $500,000 Disease Policy Limit

☒ Worker's Compensation Insurance
☐ **US Longshoremen & Harbor Workers Act**
☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a 'smooth' limit.
- $ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- $ General Aggregate

☐ **Installation Floater Insurance**
When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Security Breach Liability
- $ Security Breach Expense Each Occurrence
- $ Security Breach Expense Aggregate
- $ Replacement or Restoration of Electronic Data
- $ Extortion Threats
- $ Business Income and Extra Expense
- $ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**
Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ ***Pollution Liability***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Asbestos Liability (If handling within scope of Contract)***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Disposal***
When applicable, SUPPLIER shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**
SUPPLIER shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the

person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
- $10,000 Medical Expense, and
- $ Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

☐ **Other [Specify]**

BOND REQUIREMENTS

☐ **Bid Bond**
A Bid Bond in the amount of $_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of $_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**
A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. **"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the SUPPLIER, his agents, representatives, and employees; products and completed operations of the SUPPLIER; or automobiles owned, leased, hired or borrowed by the SUPPLIER. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
In addition to furnishing a Certificate of Insurance, the SUPPLIER shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
b. The SUPPLIER'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of SUPPLIER's insurance and shall be non-contributory.
c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages
The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the SUPPLIER for the COUNTY.

II. **General Insurance Provisions Applicable To All Policies**

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

c. The project's solicitation number and title shall be listed on each certificate.

d. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
e. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
f. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
g. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
h. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.

III. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
IV. The enclosed Hold Harmless Agreement shall be signed by the SUPPLIER and shall become a part of the contract.
V. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the SUPPLIER agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award**. The SUPPLIER further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The SUPPLIER further agrees that in case the SUPPLIER fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a SUPPLIER, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the SUPPLIER shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the SUPPLIER of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the SUPPLIER to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in SUPPLIER being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award**.

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the SUPPLIER shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the SUPPLIER until the SUPPLIER has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the SUPPLIER. Failure of the SUPPLIER to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible SUPPLIER or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the SUPPLIER of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

SUPPLIER'S INSURANCE STATEMENT

THE UNDERSIGNED representative of SUPPLIER has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the required insurance and bonds within ten (10) days from the date of notice of intent to award.

Supplier Name: Sunstate Meter & Supply,Inc. Date: August 5,2019

Authorized Signature: Keith Ellenburg

Print Name/Title: Keith Ellenburg-President

Insurance Agency: HUB International Midwest LTD.

Agent Name: Earl Ference Agent Phone: 352-377-2002

Surety Agency: HUB International Midwest LTD.

Surety Name: EArl Ference Surety Phone: 352-377-2002

Please return this completed and signed statement with your Agreement.

SUNSMET-01 TJOHNSON3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2019

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
Hub International Florida
2811 NW 41st Street
Gainesville, FL 32606

CONTACT NAME:
PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Indemnity Company	19496
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunstate Meter & Supply Co, Inc .
14001 W Newberry Rd
Newberry, FL 32669

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			60511489	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						HIRED & NON OWN	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			60511489	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 2,000,000
	DED RETENTION $						AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Manatee County, a political subdivision of the State of Florida.
Po Box 1000
Bradenton, FL 34206

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Manatee County Government Administrative Center
Honorable Patricia M. Glass Chambers, First Floor
9:00 a.m. - August 20, 2019

August 20, 2019 - Regular Meeting
Agenda Item #14

Approved in Open Session 8/20/19
Manatee County
Board of County Commissioners

Subject
Agreement No. 19-R072004CB for Neptune Meters and Associated Parts

Briefings
None

Contact and/or Presenter Information
Contact: Charles Bentley, Financial Management Department, Procurement Division, Ext 3036

Presenter: Michelle Balais, Senior Fiscal Services Manager, Utilities Department, Ext 5429

Action Requested
Authorization to award a two-year Agreement No.19-R072004CB, Neptune Meters and Associated Parts, to Sunstate Meter and Supply, Inc. in a total not-to-exceed amount of $4,000,000.

Authorize the County Administrator, or her designee, to execute the Agreement.

Enabling/Regulating Authority
Manatee County Code of Laws

Background Discussion

The County has over 145,000 Neptune meters, including associated hardware and software. These are residential and commercial potable water meters. The County has a need to acquire and stock replacement Neptune meters and associated parts for delivery on an "as needed" basis. This single source procurement request was approved as a result of standardization by the County on Neptune meters. Sunstate Meter and Supply, Inc., is the only authorized Neptune distributor in Florida.

The Procurement Division and Public Works recommend award of a two-year Agreement No. 19-R072004CB to Sunshine Meter and Supply, Inc.

County Attorney Review
Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney
N/A

Instructions to Board Records

Manatee County Government Administrative Center
Honorable Patricia M. Glass Chambers, First Floor
9:00 a.m. - August 20, 2019

Originals to Board Records

Copies to:
Michelle Balais (michelle.balais@mymanatee.org), Senior Fiscal Service Manager, Utilities
Charles Bentley (charles.bentley@mymanatee.org), Financial Management Department-Procurement Division
Distributed 8/23/19, RT

Cost and Funds Source Account Number and Name
$1.8M annually, 4010008600-552009, Water/Sewer-Meter Section

Amount and Frequency of Recurring Costs
N/A

Attachment: Vendor Signed Agreement 19-R072004CB.pdf

Legislation Details (With Text)

File #:	19-501	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/10/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	

Title: Approve participation in cooperative purchase agreements using the Florida Sheriffs Association Contract# FSA19-VEL27.0 for the vehicles and equipment to purchase from Garber Ford and the City of Tampa Contract# 2-18 with Dana Safety Supply for lightbars and accessories. Approve a Budget Transfer Adjustment to Utilize General Fund Contingency to allocate additional funding for six 2020 Ford Police Utility Hybrid Police Interceptors, with the powertrain option. Authorize the City Manager to Approve a Purchase Order for the Purchase of the Vehicles from Garber Ford in the Amount of $213,558 and from Dana Safety Supply, Inc. in the Amount of $54,169. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Light Bars.pdf
police hybrid.pdf
Tampa Contract 2-18 Complete Packet.pdf
Vehicle_TC_-_VendorLink_Final_Bid_Document.pdf
COCOA_UTILLITY HYBRID FSA.pdf
SO302368 COCOA 2020 EXPLORER BLUE PRINT PATROL.pdf
SO302369 COCOA 2020 EXPLORER BLUE PRINT SGT.pdf
TAMPA CONTRACT 2019 2020 RENEWAL.pdf
Budget Resolution FY 2020 (003).pdf
BAF 20-011-T-PD-Additional Hybrid Vehicle (11-13-19) Agenda 19-501.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 10, 2019
Agenda Date: November 13, 2019
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith P.E., Public Works Director
Requested Action:
Approve participation in cooperative purchase agreements using the Florida Sheriffs Association Contract# FSA19-VEL27.0 for the vehicles and equipment to purchase from Garber Ford and the City of Tampa Contract# 2-18 with Dana Safety Supply for lightbars and accessories. Approve a Budget Transfer Adjustment to Utilize General Fund Contingency to allocate additional funding for six 2020 Ford Police Utility Hybrid Police Interceptors, with the powertrain option. Authorize the City Manager to Approve a Purchase Order for the Purchase of the Vehicles from Garber Ford in the Amount of $213,558 and from Dana Safety Supply, Inc. in the Amount of $54,169.

BACKGROUND:

The City of Cocoa Capital Improvement Program implements a systematic replacement of vehicles and equipment to minimize vehicle and equipment maintenance cost and downtime while maximizing vehicle and equipment safety and operational efficiencies

The City of Cocoa Police Department has six Ford Police Interceptor Utility vehicles in the current FY-2020 budget. Based on the reduced maintenance and fuel costs, Staff is requesting these new units to be equipped with the Police Hybrid Power Train (Hybrid) option.

The Hybrid system costs an additional $2,228 to the price of each vehicle. The Hybrid electrical system is powered by an onboard lithium-ion battery system which allows the gasoline engine to shut off while idling. The Hybrid electrical system powers the following essential public safety equipment: emergency lights, lightbars, police radio, laptops, radars, and the vehicle's Heating, Ventilation, and Air Conditioning (HVAC) system. The Hybrid system can reduce vehicle engine idle times by 30 to 40 percent. The gasoline engine would run intermittently to charge the battery during high idling events and the Hybrid's electric motor/generator can propel the vehicle short distances. The regenerative braking feature from the hybrid electric motor/generator also reduces overall brake wear.

The reduced idling time will increase the useful life of the vehicle's powertrain and reduce maintenance costs. Current estimates from the automotive industry indicate that every hour of idle time is equivalent to 35 miles on the powertrain. Based on the Ford Hybrid Utility Calculator, for the proposed six vehicles, the estimated savings on fuel would be approximately $10,770 or 5,010 gallons of fuel ($1,795 or 835 Gallons per vehicle). The return on investment (ROI) is approximately 15 months, including reduced maintenance costs. The complete Ford Hybrid System includes an eight-year or 100,000-mile warranty, which covers the entire Hybrid System. This includes the motor/generator, battery, controllers, and HVAC system.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

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

Budget Adjustment Transfer Form # 20-011-A

Amount Request	$11,954
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

Amount Request	$11,954
Account Number	001-2100-521.64-00 CA2001
Account Name	Capital Vehicles and Equipment

Budgeted:

Amount Request	$255,744 CA2001
Account Number	001-2100-521.64-00
Account Name	Capital Vehicles and Equipment

Total expenditure $267,728

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve participation in cooperative purchase agreements using the Florida Sheriffs Association Contract# FSA19-VEL27.0 for the vehicles and equipment to purchase from Garber Ford and the City of Tampa Contract# 2-18 with Dana Safety Supply for lightbars and accessories. Approve a Budget Resolution amending the FY-2020 budget through the use of General Fund Balance Reserves to allocate additional funding for six 2020 Ford Police Utility Hybrid Police Interceptors, with the powertrain option. Authorize the City Manager to Approve a Purchase Order for the Purchase of the Vehicles from Garber Ford in the Amount of $213,558 and from Dana Safety Supply, Inc. in the Amount of $54,169.

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Director of Purchasing

September 26, 2018

Mr. Mark Sevigny
Bid Manager
3810 A West Osborne Avenue
Tampa, FL 33614

Subject: **Light Bars and Accessories with Installation, Spec. No. 2-18**

Your bid has been renewed per City Council Resolution Number **2018-798**. The annual expenditure for this award will be **$950,000.00.**

The award period is from **November 16 2018** through **November 15, 2019** and may be extended at the same price(s), terms, and conditions, by written mutual agreement from both parties for one additional one-year period(s). All orders will be placed by purchase order.

A copy of your firm's bid has been forwarded to the user department for the purpose of monitoring the award terms and conditions. Additionally, invoices will be reconciled with the actual bid price submitted. Invoices will be paid based on the unit price indicated on the Bid Response Page

If you have any questions, please call me at (813) 274-3283.

Sincerely,

Anthony McGee

Anthony McGee, CPPB, FCCM, MBA
Certified Procurement Analyst

cc: LeighAnn Smith
Felix Bello
Penny Hammock
Bid File

Agn't
Bd

PURCHASING/MTH/AM/KH

798

RESOLUTION NO. 2018-_____

A RESOLUTION APPROVING THE RENEWAL OF AN AWARD BETWEEN THE CITY OF TAMPA AND DANA SAFETY SUPPLY, INC. FOR THE FURNISHING OF LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18 IN THE ESTIMATED AMOUNT OF $950,000 FOR USE BY THE TAMPA POLICE DEPARTMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2017-975, passed and adopted by the City Council on November 16, 2017, entered into an award with Dana Safety Supply, Inc. (Bid No. 21092617) for the furnishing of Light Bars and Accessories with Installation, Spec. No. 2-18 for use by the Tampa Police Department; and

WHEREAS, additional expenditures in the amount of $300,000 were approved by authority contained in Resolution No. 2018-156, passed and adopted by the City Council of the City of Tampa on March 1, 2018; and

WHEREAS, said award provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That, pursuant to Resolution No. 2017-975, passed and adopted by the City Council on November 16, 2017, the City of Tampa is renewing the award with Dana Safety Supply, Inc. for an additional one-year period commencing at 12:01 a.m., November 16, 2018 and expiring at 12:00 midnight, November 15, 2019 upon the same terms and conditions as contained in the original award.

Section 2. This will provide $900,000 in FY2019, subject to annual appropriation and $50,000 in FY2020, subject to annual appropriation, for the furnishing of Light Bars and Accessories with Installation, Spec. No. 2-18 for use by the Tampa Police Department from the Fleet CIT Program #5 Fund.

Section 3. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON SEP 20 2018

CHAIR/~~CHAIR PRO TEM~~ CITY COUNCIL

ATTEST:

CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

X2018- 055

BID RESPONSE FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATIONS, SPEC. NO. 2-18

Please Print or Type

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

*****SEE ATTACHED LISTING*****

Firm Name: Dang Safety Supply

Authorized Representative's Name: Mark Sevigny

Authorized Representative's Title: Bid Manager

Address: 3810 W. Osborne Ave

City: Tampa State: FL Zip: 33614

Telephone No.: 813-348-4866 Fax No.: 813-348-0450 Email: msevigny@dangsafetysupply.com

Federal I.D. #: 27-1557226

Type Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [X] Corporation [ ] Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:
[X] Yes [ ] No License # 39-8015a70609-0

Minority Business Status: [ ] Black [ ] Hispanic [ ] Woman [ ] Other

Is your business certified as a minority business with any government agency? [ ] Yes [X] No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
—	—	—
—	—	—

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.

By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.

Authorized Signature: Mark Sevigny Date: 9-25-17

BID RESPONSE FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATIONS, SPEC. NO. 2-18

DIVISION I: PURCHASE AND INSTALLATION OF LIGHT BARS AND ACCESSORIES FOR STANDARD MARKED UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
60 (MOL)	Light Bars and Accessories	$8500.00 EA.	$510,000.00
60 (MOL)	Labor and Shop Materials to Install Equipment Listed above and as per technical specifications	$1350.00 EA.	$81,000.00
		DIVISION I TOTAL	$591,000.00

OPTIONS:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Gun Lock (Per Section No. 9.1)	$195.00 EA.	$195.00
1 (MOL)	L3 Camera Install (Per Section No. 9.2)	$375.00 EA.	$375.00
1 (MOL)	Printer Install (Per Section No. 9.3)	$75.00 EA.	$75.00

DELIVERY OF PROTOTYPE: 45 Days ARO (After Receipt of Purchase Order)

DIVISION II: PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR TRAFFIC & DUI UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
2 (MOL)	Emergency Lights and Accessories	$5500.00 EA.	$11,000.00
2 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$1500.00 EA.	$3000.00
		DIVISION II TOTAL	$14,000.00

OPTIONS:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Gun Lock (Per Section No. 11.1)	$195.00 EA.	$195.00
1 (MOL)	L3 Camera Install (Per Section No. 11.2)	$375.00 EA.	$375.00
1 (MOL)	Printer Install (Per Section No. 11.3)	$75.00 EA.	$75.00

Authorized Signature: Mark [signature] Date: 9-25-17

BID RESPONSE FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATIONS, SPEC. NO. 2-18 (CONT'D)

DIVISION III. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR SUPERVISOR UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
8 (MOL)	Emergency Lights and Accessories	$4300.00 EA.	$34,400.00
8 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$1300.00 EA.	$10,400.00
		DIVISION III TOTAL	$44,800.00

OPTIONS:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Printer Install (Per Section No. 13.1)	$75.00 EA.	$75.00

DIVISION IV: PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR STAFF UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Emergency Lights and Accessories	$1775.00 EA.	$1775.00
1 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$1000.00 EA.	$1000.00
		DIVISION IV TOTAL	$2775.00

DIVISION V. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR DETECTIVE UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
12 (MOL)	Emergency Lights and Accessories	$1700.00 EA.	$20,400.00
12 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$850.00 EA.	$10,200.00
		DIVISION V TOTAL	$30,600.00

DIVISION VI. INSTALLATION OF RADIO AND COMPUTER EQUIPMENT ON UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Radio and Computer Equipment Installation As per technical specifications	$125.00	$125.00
1 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$75/hr	$75/hr
		DIVISION VI TOTAL	$125.00

Authorized Signature: Mark [signature] Date: 9-25-17

BID RESPONSE FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATIONS, SPEC. NO. 2-18 (CONT'D)

DIVISION VII. PURCHASE AND INSTALLATION OF LIGHT BARS AND ACCESSORIES FOR K-9 MARKED. UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
2 (MOL)	Emergency Lights and Accessories	$11,500.00 EA.	$23000.00
2 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$1875.00 EA.	$3750.00
		DIVISION VII TOTAL	$26,750.00

OPTIONS:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Printer Install (Per Section No. 18.1)	$75.00 EA.	$75.00

DIVISION VIII: PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR MISCELLANEOUS UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Emergency Lights and Accessories	$1225.00 EA.	$1225.00
1 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$600.00 EA.	$600.00
1 (MOL)	Labor for installation of data/GPS roof mount antenna	$75.00 EA.	$75.00
		DIVISION VIII TOTAL	$1900.00

TOTAL AMOUNT OF BID (DIVISION I THROUGH DIVISION VII): $ 111,950.00

MOL = More or Less

WHELEN PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 46 %

PRO-GARD PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 25 %

SETINA PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 25 %

TREMCO PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 5 %

GAMBER JOHNSON PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 30 %

BROOKINGS INDUSTRIES PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 30 (AS) %

HAVIS PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 35 %

LABOR RATE FOR OTHER INSTALLATIONS AND NON-WARRANTY REPAIRS $ 75.00

Authorized Signature: Mark [signature] Date: 9-25-17

5. On Page 36 of the **BID RESPONSE** add the following manufacturers to the mark-down percentage list:

- **Soundoff Signal** 40
- **Star Lighting** 20
- **Able2 /Sho-Me** 35
- **Setina "Blac Rac" Gunlocks** 20
- **Setina "Lighted Push Bumpers"** 20
- **Pro-Gard Products** 25
- **Santa-Cruz Gunlocks** 20
- **Go Rhino Products** 20
- **Big Sky Gun Racks** 20
- **Havis Shields Consoles / K9 Systems** 35
- **Jotto Desk** 20
- **Laguna Seating Systems** 20
- **Streamlight Flashlights** 30
- **Maglite Flashlights** 30
- **Thor Inverters** 5
- **TruckVault Cargo Boxes** 5
- **Genetec ALPR Systems** 5
- **Decatur Radar** 5
- **Apollo Video** 5
- **Ray Allen K9 Systems** 5
- **ACE K9 Systems** 5
- **Code-3 Lighting Systems** 40

If you have submitted a bid and need to have it returned to you, please call (813) 274-8351.

Acknowledgement of this Addendum is not required.

Sincerely,

Gregory K. Spearman, CPPO

Gregory K. Spearman, CPPO, FCCM
Director of Purchasing

ALM/KH

BID PROPOSAL TABULATION/CITY OF TAMPA Note: This is a preliminary summary. Information contained in this summary is subject to review. THIS IS NOT AN AWARD		OPENED: SEPTEMBER 26, **2017 @ 3:30 PM**		BID #/TITLE: **21092617, LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18**		READ BY: **ANTHONY MCGEE**	
						TABBED BY: **KATRINA HOUSE**	
				DATE ADVERTISED: **AUGUST 31, 2017 PENNY SAVER**		DEPT: **POLICE**	
ITEM/ QUANTITY	BIDDER>>>	**DANA SAFETY SUPPLY**					
	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
	Light Bars and Accessories with Installation, Spec. No. 2-18		$711,950.00				
TOTAL AMOUNT OF BID (Division I through Division VII):		**$711,950.00**					

POLICE INTERCEPTOR®

Ford Police Interceptor® Utility

The Ford Police Interceptor® Utility could potentially provide a positive impact on your fleet, your community and your budget. Here's how the numbers break down:

Number of Vehicles	6
Miles/Vehicle Per Year	21,500
Shifts Per Day	1
Idle Hours Per Shift	4.90
Your Fuel Cost Per Gallon	$2.15

	Per Vehicle	Total Fleet
Per Vehicle Total Fleet Gallons of Fuel Saved*	835	5,010
Fuel Cost Savings*	$1,795	$10,772
Pounds of CO_2 Saved*	14,763 lbs	88,577 lbs

* Potential Savings

FORD POLICE INTERCEPTOR® UTILITY CONCEPT.
POTENTIAL SAVINGS CALCULATED AS OF JUNE 12TH 2018.

Important Information Regarding How These Numbers Are Determined

Entering any unrealistic combination of data will negatively impact the accuracy of results shown.

1. EPA-estimated Combined rating of 24 mpg, Interceptor Utility Standard HEV AWD. Actual mileage will vary.

2. EPA-estimated Combined rating of 17 mpg, 3.7L Interceptor Utility AWD with unleaded gas. Actual mileage will vary.

3. Idle duration data collected with the assistance of Dearborn Police Department and Massachusetts State Police, April 2012–November 2013. Data collected on a total of six vehicles in police patrol use.

4. Idle fuel consumption estimates are based on fuel flow measurements taken during two hours of continuous idling. Vehicles were driven for 18 miles at highway speeds prior to idling. Idle testing was conducted in an indoor facility at 73 degrees F. The following vehicle accessories were activated during the test: climate control AC, set to full cool condition and the vehicle audio system, set to 30 percent of maximum volume. An electrical power draw load box drawing 32 amps was also connected to each vehicle's 12-volt battery to simulate the following estimated police accessory loads: emergency lights (est. 25 amps); laptop computer (est. 3 amps); police radio (est. 4 amps) Additional testing details are available at https://(https://ford.to/2H9qBEf)ford.to/2H9qBEf (https://ford.to/2H9qBEf).

5. Burning a gallon of E10 ethanol fuel produces about 17.68 pounds of CO2 emitted from the fossil fuel content, according to data provided by the U.S. Energy Information Administration (http://ford.to/eiareport (http://ford.to/eiareport)).

City of Tampa Lightbars & Accessories With Installation, Spec 2-18

Valid November 16, 2017 - November 15, 2018 with Two One-Year Extensions

Contract Discounts From List By Manufacturer

Manufacturer	Discount from List
Whelen Engineering	46%
Sound Off Signal	40%
Code-3 Lighting Systems	40%
Brooking Industries	30%
Able 2 / Sho-Me	35%
Star Lighting	20%
Setina Manufacturing	25%
Setina Lighted Push Bumpers	20%
Setina “Blac Rac” Gun Locks	20%
Pro-Gard Products	25%
Gamber Johnson	30%
Havis Shields Consoles / K9 Systems	35%
Santa Cruz Gun Locks	20%
Big Sky Gun Racks	20%
Go Rhino!	20%
Jotto Desk	20%
Laguna Seating Systems	20%
Streamlight Lighting Systems	30%
Maglite Lighting	30%
Thor Inverters	5%
Truck Vault Cargo Boxes	5%
Decatur Radar	5%
Apollo Video	5%
Ray Allen K9 Systems	5%
Ace K9 Systems	5%
Genetec ALPR Systems	5%
Labor / Installation Services	$75/Hour

November 28, 2017

Re: Tampa Contract 2-18 “Lightbars and Accessories with Installation

To Whom It May Concern,

Receipt of this packet constitutes authorization from Dana Safety Supply to utilize the manufacturer discounts and contract labor rate contained in the City of Tampa “Lightbars and Accessories with Installation, Spec 2-18” contract.

Agencies wishing to participate can work with Dana Safety Supply personnel to develop a custom specified build, or builds, utilizing the attached discount list. Your customized package will be quoted per contract guidelines and presented along with current list pricing for each line item. The approved quote, paired with the attached document complete with Bid Response, Intent to Award, City Council Resolution, and Award Letter, should allow purchase under contract.

Please feel free to contact me, or your assigned Dana Safety Representative with any questions, we will be happy to assist in your process.

Thank you for the opportunity to work with you on your pending vehicle equipment purchase.

Respectfully,

Thomas Sabo
General Manager
Dana Safety Supply, Tampa / Ft. Myers
tsabo@danasafetysupply.com
813-361-8004 (Cell)

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO,
FCCM
Director of Purchasing

November 28, 2017

Mr. Mark Sevigny
Bid Manager
3810 A West Osborne Avenue
Tampa, FL 33614

Subject: **Light Bars and Accessories with Installation, Spec. No. 2-18**

Your bid has been approved per City Council Resolution Number **2017-975**. The annual expenditure for this award will be **$711,950.00.**

The award period is from **November 16, 2017** through **November 15, 2018** and may be extended at the same price(s), terms, and conditions, by written mutual agreement from both parties for two additional one-year period(s). All orders will be placed by purchase order.

A copy of your firm's bid has been forwarded to the user department for the purpose of monitoring the award terms and conditions. Additionally, invoices will be reconciled with the actual bid price submitted. Invoices will be paid based on the unit price indicated on the Bid Response Page

If you have any questions, please call me at (813) 274-3283.

Sincerely,

Anthony McGee

Anthony McGee, CPPB, FCCM, MBA
Certified Procurement Specialist

cc: LeighAnn Smith
Felix Bello
Penny Hammock
Bid File

PURCHASING/MTH/AM/KH

Agnd Bid

RESOLUTION NO. 2017-975

A RESOLUTION APPROVING THE SINGLE BID RESPONSE OF DANA SAFETY SUPPLY, INC. FOR THE FURNISHING OF LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18 IN THE ESTIMATED AMOUNT OF $711,950 FOR USE BY THE TAMPA POLICE DEPARTMENT; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the bid of Dana Safety Supply, Inc. for the furnishing of:

Light Bars and Accessories with Installation, Spec. No. 2-18
Bid No. 21092617
Estimated Expenditure: $711,950,

such bid being the lowest responsible bid received therefor, is hereby approved; and the Director of Purchasing is hereby authorized to purchase same.

Section 2. That the award period shall be for a one-year period from the effective date of the awarding or approving Resolution, and may be renewed on the same terms and conditions for two additional one-year periods.

Section 3. This will provide $711,950 in FY2018 for the purchase of Light Bars and Accessories with Installation, Spec. No. 2-18 for the Tampa Police Department from the Fleet CIT Program #5 Fund.

Section 4. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON NOV 16 2017

CHAIR/~~CHAIR PRO TEM~~ CITY COUNCIL

ATTEST:

CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

X2017- 055

INVITATION TO BID

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Bids will be received by the Director of Purchasing, City of Tampa, in his office until:

2:00 PM ON 9/13/17
I-275 AND LINKS 3 GROUNDS MAINTENANCE (RE-BID)
MANDATORY SITE INSPECTION TO BE HELD @ 9:00 AM ON 9/6/17 @ PARKS & RECREATION OFFICES, 3402 W. COLUMBUS DRIVE, TAMPA, FL

3:30 PM ON 9/15/17
CITYWIDE REPLACEMENT GLASS SERVICES

3:00 PM ON 9/19/17
WATER CONSERVATION DEVICES (RE-BID)

3:00 PM ON 9/20/17
INTERCONNECTED PREFORMED THERMOPLASTIC PAVEMENT MATERIAL

3:30 PM ON 9/26/17
LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-16
PRE-BID MEETING TO BE HELD @ 10:00 AM ON 9/5/17 @ CITY OF TAMPA PURCHASING DEPT., 306 E. JACKSON ST., 2ND FL., TAMPA, FL

then and thereafter to be publicly opened and read. Bid documents are available at the Purchasing Department (Phone No. 813/274-8351).

It is hereby made a part of this Invitation to Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County.

Dated: 8/31/17
Gregory K. Spearman, CPPO
Director of Purchasing

City of Tampa, FL
306 E. Jackson Street
Tampa, FL 33602
8/31/17 1X

BID PROPOSAL TABULATION/CITY OF TAMPA Note: This is a preliminary summary. Information contained in this summary is subject to review. THIS IS NOT AN AWARD		OPENED: SEPTEMBER 26, **2017 @ 3:30 PM**		BID #/TITLE: **21092617, LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18**		READ BY: **ANTHONY MCGEE**	
						TABBED BY: **KATRINA HOUSE**	
				DATE ADVERTISED: **AUGUST 31, 2017 PENNY SAVER**		DEPT: **POLICE**	
ITEM/ QUANTITY	BIDDER>>>	**DANA SAFETY SUPPLY**					
	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
	Light Bars and Accessories with Installation, Spec. No. 2-18		$711,950.00				
TOTAL AMOUNT OF BID (Division I through Division VII):		**$711,950.00**					

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

MEMORANDUM

TO: Greg K. Spearman, CPPO, FCCM
Purchasing Director

FROM: Anthony L. McGee, CPPB, FCCM, MBA
Certified Procurement Analyst

DATE: October 4, 2017

SUBJECT: Bid Award Recommendation

Below is a listing of bid(s) submitted under **BID#21092617, Light Bars And Accessories With Installation, Spec. No. 2-18.** The award recommendation is based on the most responsive, responsible bid and the vendor's compliance with the stated requirements in the General Conditions of the bid document.

Bidder	Total Amount of Bid
Dan Safety Supply	**$711,950.00**

The requesting department has recommended that **Dana Safety Supply** be awarded the bid for **Light Bars And Accessories With Installation, Spec. No. 2-18.** I concur with this recommendation.

CITY OF TAMPA

Bob Buckhorn, Mayor

Public Works Department

Fleet Maintenance Division

MEMORANDUM

September 27, 2017

TO: Gregory K. Spearman, CPPO, FCCM
Director of Purchasing and
Purchasing Agent

FROM: Felix Bello
Specifications Officer

SUBJECT: Lights and Accessories with Installation for, Spec. 2-18

We have reviewed and tabulated the bids opened on September 26, 2017 at 3:30 p.m., for Specification No: 2-18 for the above subject acquisition.

The apparent low bidder which most fully meets the standards and requirements of the City's specification is Dana Safety Supply at a price of $711,950.00. The total cost for this acquisition is $711,950.00.

The original bids are available for your review should you or your staff desire more details. We recommend acquisition through the apparent low bidder.

If you concur, please process at your earliest convenience. Thank you for your assistance and cooperation.

1508 N. Clark Avenue • Tampa, Florida 33607 • (813) 348-1010 • FAX: (813) 348-1042

TampaGov
www.tampagov.net

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

August 25, 2017

INVITATION TO BID

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Bids for the furnishing of: **BID NO. 21092617, LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18,** will be received by the Director of Purchasing, City of Tampa, until **3:30 PM, SEPTEMBER 26, 2017** then to be opened and read.

A **PRE-BID MEETING** will be held at **10:00 AM, SEPTEMBER 5, 2017** at the CITY OF TAMPA PURCHASING DEPARTMENT, 2nd Floor, Municipal Plaza, 306 East Jackson Street, to discuss the above referenced subject. **PLEASE BRING A COPY OF THIS BID TO THE PRE-BID MEETING.**

It is hereby made a part of this Invitation for Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County. (A list of these entities is enclosed with this package).

Attached are important instructions and specifications regarding responses to this Invitation. **Failure to follow these instructions may result in your bid being disqualified.**

Questions regarding this bid should be referred to **ANTHONY L. MCGEE, CPPB, MBA, CERTIFIED PROCUREMENT SPECIALIST.** Questions shall be submitted by email to anthony.mcgee@tampagov.net. Questions pertaining to the Bid document will be accepted up to five days prior to the scheduled opening date and time referenced above.

Submission of bid responses by mail, hand delivery or express mail must be in a sealed envelope with the Bidder's name and return address indicated. **Type or print the Bid Number and Bid Title on the carrier envelope.** Address the bid envelope as follows:

Purchasing Department
Tampa Municipal Office Building, 2nd Floor
306 E. Jackson Street
Tampa, Florida 33602

(This address is appropriate for mailing, hand delivery and express mail.)

The Tampa Municipal Office Building is a controlled access building and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and open to the Public. All bids received after the due date and time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of bids.

Bids may be submitted electronically via the Internet as an attachment to an email addressed to **BidControl@Tampagov.net**. The subject line of the email should include the bid number. Verification of the City's receipt of a bid submitted by email is the Bidder's responsibility. To verify receipt of bids sent electronically, Bidders may contact the Purchasing Department at 813-274-8351. Failure of the City to receive such bid by the date and time specified on the Invitation to Bid will result in non-consideration.

STATEMENT OF NO BID

WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposal packages to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

INSTRUCTIONS TO BIDDER

EXECUTED, SEALED BID: Submit the original and two copies of the bid response form, the Bidder's Affidavit form and any other requested forms or documents furnished by the City in the bid package. Documents must be executed by an original signature of an authorized representative of the Bidder.

City of Tampa bids are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining bids through Demandstar will ensure that vendor will have the following capabilities: receipt of bids electronically, track the status of bid award activity, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of bid awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than Demandstar are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact Demandstar at 800-711-1712 or visit www.demandstar.com/supplier for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 800-711-1712 or visit www.DemandStar.com/supplier for more information.

Bidders discovering any ambiguity, conflict, discrepancy, omission or other error in this BID, shall immediately notify the City of such error in writing and request modification or clarification of the BID. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to this BID opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the BID prior to submitting the bid or it shall be deemed waived.

Bid tabulations (results) will be posted to DemandStar and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to the all provisions, terms, and conditions. ***Failure to do so will be at the Bidder's risk.***

GPC LISTING

City of Plant City
Buddy Storey
Purchasing Manager
Drawer C
Plant City, FL 33563
813-659-4270 - Telephone
813-659-4216 - Fax
wstorey@plantcitygov.com

City of Temple Terrace
Judy Crutcher, Assistant Purchasing Agt.
P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Clerk of Circuit Court
601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority
1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Man.Le@tampa-xway.com

Hillsborough Area Regional Transit Authority
Melissa Smiley
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
smileym@gohart.org

Hillsborough Co. Aviation Authority
P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Hillsborough County School Board
P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007
www.sdhc.k12.fl.us

Hillsborough Community College
Vonda Melchior, Director of Purchasing
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
vmelchoir@hcc.fl.edu

Hillsborough County Board of County Commissioners
601 E. Kennedy Blvd., 25th Floor
P. O. Box 1110,
Tampa, FL 33601-1110
Phone: (813) 272-5790
FAX: (813) 272-6290
www.hillsboroughcounty.org

Hillsborough Co. Sheriff's Office
J. H. Shillady, Fiscal Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
Jshillady@hcso.tampa.fl.us

State Attorney's Office
Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Tampa Port Authority
Donna Casey, Procurement Analyst
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections
601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

City of Tampa Housing Auth.
Jerome Ryans, President/CEO
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thafl.com

Tampa Sports Authority
Joe Haugabrook, Director of Purchasing
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

Tax Collector
601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County
1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

University of South Florida
Mike Abernethy, Director
Purchasing Services
3702 Spectrum Blvd. UTC135-P
Tampa, FL 33612
813-974-2481 – Telephone
813-974-5362 – Fax
gcotter@admin.usf.edu

Hillsborough County Purchasing
Scott Stromer, Director
P.O. Box 1110
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
procurementservices@hillsboroughcounty.org

Property Appraiser
601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpafl.org

Tampa Palms Community Dev. Dist.
16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

GENERAL CONDITIONS FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18

1. SCOPE AND CLASSIFICATION

1.1 SCOPE. This specification describes the purchase and labor of one (more or less) installation of Light Bars and Accessories for the use of the City of Tampa Police Department.

1.2 CLASSIFICATION. The classification shall be as contained in the technical portion of this specification listed herein below.

2. QUALITY ASSURANCE PROVISIONS

2.1 TEST AND INSPECTION. It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The City of Tampa reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

2.2 QUALITY AND QUALITY CONTROL. A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

3. AWARDEE LIABILITY

3.1 WARRANTY. The light bars and accessories shall carry the Manufacturer's standard warranty with no part or labor being warranted for less than a minimum of two years from the date of acceptance by the City. Warranty issues on items supplied by the City of Tampa shall be the responsibility of the City.

3.2 WARRANTY TURNAROUND TIME. The Awardee shall guarantee, upon arrival of a vehicle, a two-hour turnaround for all normal and routine warranty repairs, as mutually agreed upon, during normal business hours. The Awardee shall have adequate staff and parts on hand to provide uninterrupted warranty coverage. The Awardee shall have a warranty repair facility within twenty miles of Tampa Police Headquarters, 411 N. Franklin Street, Tampa, Florida 33602.

3.3 NEXT LOW BIDDER. In the event of default by the Awardee, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.

4. CONDITIONS

4.1 AUTHORIZATION. All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by its individual entity's preference.

4.2 FURNISHING BID ITEMS. Award items are to be furnished on an "as needed, when needed basis" during the life of the award.

4.3 DELIVERY. Materials ordered shall be delivered within 15 working days ARO (After Receipt of Order). Failure to do same shall be considered breach of award or default, and the City of Tampa shall utilize its options as stated within this specification.

4.4 BACKORDERS. Any backordered materials shall be made available to the City within 15 working days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this section, then the City of Tampa is to be notified, in writing, thus permitting the City to obtain the required materials and/or exercise its options.

4.5 QUALITY. The materials to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

4.6 QUANTITIES. The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

4.7 BRAND INDICATION. Where same is applicable, all Bidders shall clearly indicate manufacturer/trade name and identifying number in the space provided within the attached proposal of this specification and invitation for bid.

4.8 ALTERNATE BIDS. Bidders shall, as to each item, submit only one bid for the specified product or only one bid for an alternate product which the Bidder believes equal within the meaning hereof. The offer of an alternate product for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product specified.

Bidders offering an alternate product shall cross out the specified product and type or print the alternate brand which was chosen for bid, the unit price and the extension or total in the same manner as if bidding upon the specified product. Failure to do so shall be construed as a bid upon the product specified.

Bidders offering an alternate product shall additionally submit the precise specifications of the alternate, all of the differences in specification, if any, between the specified product and the alternate product, and relevant sketches, blueprints or samples sufficiently accurate, complete and detailed as to enable the City to make a complete determination of the quality of the alternate. Failure to submit this information in full will constitute basis for a determination by the City that the alternate product is not equal to the product specified as a standard.

The determination as to whether any alternate product bid is or is not equal to the product specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

4.9 PENALTIES. The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

4.10 ADDITION/DELETION. The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

4.11 PACKAGING. Only materials that are packaged in the original factory fresh packaging shall be accepted. No materials that have been re-packaged or that are in adulterated or damaged packages shall be accepted at the receiving location, nor shall after market materials be accepted at the receiving location. Any attempt by the Awardee to furnish the City of Tampa with other than first quality materials shall constitute default as outlined in this specification.

4.12 SAMPLES. When required, samples shall be labeled with the Bidder's name and item number and shall be furnished free of charge. Samples not destroyed will be returned upon request at the Bidder's expense within ten days following the opening of bids. Samples of brand(s) being bid may be requested after the bid opening date and time, in order to allow the City of Tampa to make a fair relative evaluation of brand(s) being bid.

4.13 SUBSTITUTION. The Awardee shall not substitute items for like items without the approval of the City. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

4.14 BID PRICES. Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted in the Proposal and Bid Response form shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Awardee and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Awardee upon the tangible personal property incorporated in the work and such taxes shall be paid by the Awardee and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Awardee, the City and any indemnified party. This provision shall survive the termination of this award and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

4.15 BID EVALUATION. The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

4.16 ERROR IN BID CALCULATION. In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price.

4.17 BASIS OF AWARD. The City of Tampa reserves the right to award this bid by division or aggregate total to a Primary and Secondary Awardee. The Secondary Awardee shall be used on an as-needed basis when the Primary Awardee is unable to deliver services as specified including the timeframe as required by the City. To be considered lowest responsive, responsible Bidder by aggregate, the Bidder shall have to bid on all items within the group. If award by aggregate total is not feasible, division award will prevail.

Award Criteria/Responsibility. The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

Prior to award resulting from this solicitation, the successful bidder shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration with ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the bid.

Any Bidder who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

An award will be made, if at all, within 120 days after opening of the bids.

4.18 COMMUNICATION POLICY. During any solicitation period, including any protest and/or appeal, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department is permitted from any proposer/bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

4.19 AWARD PERIOD AND RENEWAL. The award period shall be for a one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year periods.

4.19.1 SUPPLEMENTAL UNILATERAL RENEWAL PERIODS. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

4.20 NON-APPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

4.21 PRICE ESCALATION/DE-ESCALATION. The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City of Tampa obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at http://americancityandcounty.com/mciarchive/. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

4.22 PERFORMANCE. The Awardee may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide necessary services.

4.23 INSURANCE. This award/contract is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements. Without limiting Exhibit 1, including Awardee/Contractor's responsibility to determine applicability (e.g. "IF APPLICABLE"), for purposes of this award the following coverages are hereby specifically deemed "ALWAYS APPLICABLE" (alpha designations match those of Exhibit 1):

a. Commercial General Liability (CGL) Insurance

Limits shall not be less than:

(a) $1,000,000 per occurrence and a $2,000,000 general aggregate for awards valued at $2,000,000 or less.
(b) For awards valued over $2,000,000, a general aggregate limit that equals or exceeds the award's value.

b. Automobile Liability (AL) Insurance

Limits shall not be less than:

(a) 500,000 combined single limit each occurrence bodily injury & property damage for awards valued at $100,000 or less.
(b) $1,000,000 combined single limit each occurrence bodily injury & property damage for awards valued over $100,000.

c. Worker's Compensation (WC) and Employer's Liability Insurance

Employer's Liability limits shall not be less than:

(a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for awards valued at $100,000 and under.
(b) $1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for awards valued over $100,000.

d. **Excess (Umbrella) Liability Insurance**

For awards valued at $2,000,000 or more, at least $4,000,000 per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed. May also compensate for a deficiency in Commercial General Liability, Automobile Liability or Worker's Compensation insurance coverage limits.

Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than a A.M. Best rating of no less than A-, Class VII, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

Within ten working days of receipt of notification of intent to award, the successful Bidder/Proposer shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder/Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City of Tampa may from time to time use a third party vendor (presently Ebix BPO) to manage its insurance certificates and related documentation which vendor may periodically initiate contact, requests for information, etc. on the City's behalf.

4.24 PROOF OF DISTRIBUTORSHIP. When requested, it shall be the responsibility of the Bidder(s) to furnish with their bid(s) a letter stating that said Bidder is a factory authorized distributor for the Greater Tampa area for the items for which said Bidder has submitted their bid.

4.25 INSPECTION. The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any award to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

4.26 AWARD CHANGES. No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing and, where applicable, confirmed by resolution of the City Council of the City of Tampa.

4.27 ASSIGNMENT. This award, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Awardee, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. Awardee shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the contract or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this award by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Awardee. Action by the City awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this contract. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Awardee's consent or approval) to a governmental successor of the City.

4.28 DEFAULT/RE-AWARD. Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Awardee upon non-performance or violation of award terms, including the failure of the Awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Awardee, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

4.29 CANCELLATION. When deemed to be in the best interest of the City of Tampa, any awards or contracts resulting from this specification may be cancelled by the following means:

4.29.1 10-day written notice with cause; or

4.29.2 30-day written notice without cause.

4.30 REJECTION. The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

4.31 GOVERNMENT PURCHASING COUNCIL. Hillsborough County Government Purchasing Council members, may at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

4.32 USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS. The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

4.33 CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award/contract to provide any goods or services to a public entity, may not submit a bid on an award/ contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

4.34 FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. If the Bidder is asserting that certain information in its Bid is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following: (1) identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Bidder's other Bid documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other Bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Bid will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

***Note: The City will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Bid submittal as "non-responsive".**

4.34.1 In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

4.34.2 In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

4.34.3 The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:

1. Awardee shall keep and maintain public records required by the City to perform the services;

2. Upon request by the City, provide the City with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the award term and following completion (or earlier termination) of the contract if Contractor/Awardee/Successful Proposer does not transfer the records to the City;

4. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the contract, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.

6. **IF AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, COTPurchasing@TAMPAGOV.NET, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FLORIDA 33602.**

4.35 PROCUREMENT PROTEST PROCEDURES. A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending

award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

4.36 LAWS, CODES AND ORDINANCES. The Successful Bidder/Proposer shall comply with all Federal, State, County and City laws, rules and regulations as applicable to this bid/proposal.

4.37 AUDIT RIGHTS. The Awardee will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the Awardee for a minimum of three (3) years from the date of termination of this Award. The City and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Award and during the period of three (3) years thereafter. The three (3) year time period will be extended until audit findings are issued if an audit is initiated during the three (3) year period. Such activity shall be conducted only during normal business hours. The City, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Awardee as concerns the aforesaid records and documentation.

4.38 CITY OF TAMPA ETHICS CODE. The Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Bidder responding to this Invitation to Bid or Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link http://www.tampagov.net/human-resources/info/lobbyist-information or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of $0.15 cents a page.

4.39 SCRUTINIZED COMPANIES. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of $1 million or more. Contractor certifies that Contractor is not in violation of Section 287.135, Florida Statutes.

For Contracts $1,000,000 and greater, if the City determines the Awardee submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Awardee has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of

Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the Award after it has given the Awardee notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Award if the conditions of Section 287.135(4) of the Florida Statutes are met.

4.40 MINIMUM WAGE AMENDMENT. The Awardee/Contractor shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Awardee/Contractor on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

4.41 DATA COLLECTION. Pursuant to Section 119.071(5)(a), Florida Statues, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

4.42 INVOICING. The Awardee shall furnish the City complete itemized invoices for the goods received. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal document on the bid response/pricing sheets. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;
- Location and dates of delivery;
- Cost of items as stated on Bid Response and extended price to reflect total cost for number of items received.

4.43 SUB-CONTRACTING SUBMITTALS. No Awardee shall assign the award/contract or any rights or obligations thereunder without the written consent of the City. In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

4.44 PAYMENT. Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Local Prompt Payment Act. Bidders that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

4.45 TAMPA PORT ACCESS. All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing and other information related to the access requirements for the Port of Tampa can be found at: http://www.tampaport.com/Port-Operations/Security.

5. INDEMNIFICATION

Awardee releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character cause by or resulting from, directly or indirectly, in whole or in part, by any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Awardee or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom Awardee may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to this Award hereof (singularly or collectively "Claims"), even if it is alleged that the City Indemnified Parties were negligent, unless such injuries or damages are ultimately proven to be solely the result of grossly negligent or wilful acts or omissions on the part of the City Indemnified Parties. Without limiting the generality of the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". Awardee further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend any such Claim at its sole cost and expense through counsel approved in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Awardee shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by such City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Awardee's insurance coverage.

The parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in fully and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law. Further, whenever there appears in this Award (or any other documents made a part hereof) an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification under such provision shall be $1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

The obligation of Awardee under this Section is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contactor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Awardee, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Awardee. Awardee's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Award.

Awardee agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of Awardee in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Awardee's actions. In reviewing, approving or rejecting any submissions by Awardee or other acts of Awardee, the City in no way assumes or shares any responsibility or liability of Awardee or any tier of subcontractor/subconsultant/supplier, under this Award.

In the event the law is construed to require a specific consideration for such indemnification, the parties agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Awardee.

6. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa.

The successful Bidder shall comply with the following Statement of Assurance:

During the performance of this Contract, the Contractor herein assures the City, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment.

The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Contract. Furthermore, the Contractor herein assures the City, that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Contract. The Contractor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) shall perform criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

6.1 EQUAL OPPORTUNITY

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Businesses Enterprises (SLBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5512. http:// http://www.tampagov.net/minority-business-development

TECHNICAL REQUIREMENTS FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18

1. GENERAL. This specification is for the purchase and installation of Light Bars and Accessories, and installation of Radios and Computer Equipment to be mounted on/in Police Cars. The Awardee shall be a Whelen authorized distributor and capable of providing warranty services. The Awardee shall have an Installation and Warranty repair facility within 20 miles of Tampa Police Headquarters, 411 N. Franklin Street, Tampa, Florida 33602 to provide installation and warranty service.

City of Tampa Police Department has established Whelen lighting for standardization on Police Interceptors. Although other products of suitable quality are available, Tampa Police Department has chosen to take advantage of the economies of cost and operation provided by standardization and therefore will not accept substitutes at this time.

2. DIVISION I. PURCHASE AND INSTALLATION OF LIGHT BARS AND ACCESSORIES FOR STANDARD MARKED UNITS.

2.1 LIGHT BAR. The Awardee shall install a Whelen Legacy LED premium light bar, 48.5 B/R clear, with rear facing "DUO" LED's in AMBER, part number GR8-RRBB-SSDAD-TPA including mounting brackets for Ford Interceptor Utility.

2.2 SIREN AMPLIFIER AND LIGHT BAR CONTROL CENTER. The siren amplifier and light bar control center shall be a Whelen Model 295SLSA6 constructed of aluminum and painted flat black.

- The light bar control center shall contain a total of nine switches with the first three being combined in a single slide switch.

- The control box shall be connected to the manufacturer's installed auxiliary 12v-power connection and fused at the power connection. The switches shall be in the following order and mounted, left to right:

SLIDE:

#1 All rear flashing lights;
#2 Light bar, rear flashing lights;
#3 Light bar, front takedown lights, flashing LEDs in head-lights, and rear flashing lights.

PUSH BUTTON:

#4 Takedown only (27 watt clear lens);
#5 Left alley light only (27 watt clear lens);
#6 Right alley light only (27 watt clear lens);
#7 Left Arrow;
#8 Right Arrow;
#9 Available

2.3 LED Perimeter Lighting, Tail Lights, Anti-Theft Device. The awardee shall supply and install Brooking XT-12RB in the following locations. Body mounted lights shall include a white bezel: (2) Front quarter Panels, side facing, (2) Rear facing, mounted horizontally on either side of the license plate, (2) Interior bottom lip of hatch for visibility while hatch is raised (to be controlled independently by switch on hatch).

- Awardee shall supply and install (2) Whelen VTX609C lights, surface mounted with (2) Whelen VTXFB Bezels on underside of hatch interior to be used as steady burn work lights controlled independently by switch on hatch.

- Awardee shall supply and install the Brooking Taillight Flasher model FL-20RFI-U to control flash patterns and allow light bar cutout and steady burn red for pursuit rear facing visibility. Flasher will also allow steady burn red in light bar during normal driving conditions when brake is applied.

- Awardee shall supply and install (1) Brooking MS6BHRC and (1) Brooking MS6BHBC on the rear lip of the hood, forward facing.

- Awardee shall supply and install (2) SOUND OFF SIGNAL MPower EMPS1STS3J to fit within Ford provided grill cutouts for same.

- Awardee shall supply and install a TREMCO Anti-Theft device in each vehicle.

2.4 RADIO CABLE INSTALLATION. The Awardee shall install the radio control and power cables that will be supplied and coordinated by a City representative. The radio control cable shall run from the trunk to the Gamber Johnson box. The radio shall be mounted in a location/manor where the antenna, programming ports, and mounting screws are accessible for maintenance. There should also be airflow available for heat dissipation. All grounds will go to a main vehicle ground with a nut, and bolt. Fuse/circuit breaker values will be sized appropriately for load and length of wiring used.

2.4.1 SPARE RADIO BATTERY CHARGER. The Awardee shall install an Advance Tec single station conditioner/charger Model AT20xx with an H/D 9 foot wiring harness with inline fuse. The power source will be controlled by the ChargeGuard device.

2.4.2 Havis CG-X ChargeGuard. The Awardee shall install a Havis CG-X ChargeGuard device. The device will be set to the "AC" function which senses the alternator output. With a 30 minute shut down delay. This will power the radio control head, main radio unit, LED Lamp, Advancetec charger, laptop, and printer power supply.

2.4.3 RADIO CHECK. The Awardee shall have an FCC General Radiotelephone Operators licensed technician on site to complete the final check out of the radio installation. The Awardee shall check both radios for proper operation and check the SWR of both antennas. The forward and reflected power readings will be documented and supplied with the vehicle at the time of delivery. All vehicles must be checked when the vehicle is returned. Any defects shall be corrected immediately by the Awardee before the vehicle will be accepted.

2.5 SPEAKER & MOUNTING BRACKET. The speaker shall be Whelen Model SAK44 with mounting bracket SAK37. The Awardee shall provide and mount the speaker driver behind or below the grill of the vehicle.

- The Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. The Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

2.6 PRISONER CAGE AND HARDWARE. The Awardee shall supply and install a Setina SMC coated Lexan slider cage with recess panel, Part Number PK0602ITU12SSD, including the 2-piece full lower extension panel. The Awardee shall provide this item for all of the marked units. Both front seats shall be moved to the maximum rearward position prior to the installation of the cages.

2.7 FIRST AID KIT AND FIRE EXTINGUISHER. The Awardee shall supply and install a first aid kit and fire extinguisher in the trunk of each vehicle. The location shall be agreed upon by a City representative and the Awardee. The following types are acceptable, but not limited to:

- PAC Basic #6060 First Aid Kit, with plastic case;
- 2-1/2 Pound ABC Fire Extinguisher and Mounting hardware.

2.8 CONSOLE PACKAGE. The Awardee shall supply and install a Gamber Johnson console package with the following features and components:

- 7160-0327 Gamber Johnson Console Package INCLUDES Armrest Printer Mount;
- 7140-0283 Whelen faceplate;
- 7140-0439 Harris M7300 Radio Control Head;
- 7160-0430 Gamber Johnson External Brother Printer Mount Armrest Dual cup-holder;
- OP-5302USB Brooking Industries 5 output switch plate with USB or equivalent MCS-PWRPNL fuse block;
- 7160-0220 GJ Quadmotion 9" Locking Slide Arm;
- 7160-0250 GJ Notepad-5 universal computer cradle;
- 7160-0252 LED light assembly;

- 7160-0252 Gamber Johnson Notepad 5 LED light assembly;
- 7160-0251 GJ screen support for Notepad V.

- Vendor shall supply and install one ChargeGuard CG-X in each console. The laptop power supply, laptop LED light, Advancetec Battery Charger & radio to be wired through ChargeGuard.

2.9 PUSH BUMPER WITH HEADLIGHT PROTECTOR. The Awardee shall supply and install the following push bumper and headlight protector on the front bumper:

- Setina, Model BK0534ITU16 Aluminum Push Bumper and a Model HK0810ITU16 PB6 Headlight Guard with PB5 wrap.

2.10 REAR SEAT AND BUCKLE SYSTEM / REAR CARGO BARRIER / REAR CARGO BOX: The awardee shall supply and install a Setina QK2141ITU12 Prisoner Transport Seat with "Smart Belt" Center Pull seatbelt option and 12VS Rear Cargo Barrier with coated lexan window.

- The awardee shall supply and install a Setina TK0250ITU12 Two-Drawer Cargo Box with key-locks. All locks shall be keyed alike. The cargo box shall be supplemented with Setina TPA289 Radio Tray to mount the radio on.

2.11 WINDOW BARRIERS: The awardee shall supply and install Setina WK0514ITU12H Rear Window Barriers as well as Setina WK0040ITU12 Rear Cargo Window Barriers.

2.12 PROTOTYPE VEHICLE. The Awardee shall deliver to the City one completed unit prior to commencing the assembly of the remaining standard marked units. The Awardee shall be allowed seven working days to complete the prototype unit. The Awardee shall be available to review and inspect the prototype vehicle with the City of Tampa representatives. All of the corrections shall be made and addressed in the remaining units.

2.12.1 WIRING DIAGRAM. The Awardee shall deliver, at the time of the prototype inspection, a complete wiring diagram to include a copy of the manufacturer's wiring schematic for each of the components installed on the prototype vehicle. This diagram shall include notations on the physical location of all connections and components that are hidden from obvious view.

3. OPTIONS

3.1 GUNLOCK. Each marked patrol vehicle shall be pre-wired for future installation of a recess-panel mounted electric gunlock. A Santa Cruz Adjustable Weapon Mount model # SC-917-SSDB with SC5 Gun Lock and a Santa Cruz model # SC-7009-A, 7-40 Second Gunlock Timer shall be installed. The shotgun shall be accessible to the driver of the vehicle. The Awardee shall ensure that a shotgun can be inserted and removed from the shotgun lock.

- The switch shall be mounted as directed by the Electronics Division. Contact Terry Nehring at 813-242-5332.

3.2 L3 CAMERA INSTALL. Awardee shall install L-3 Mobile-Vision FlashBack3 32-Gb DVR in-car video systems with the following options, front facing camera, rear prisoner camera, front officer mic, rear prisoner mic, officer body mic, LCD display, WI-FI/GPS antenna roof mount behind the light bar, and system crash battery.

3.3 PRINTER INSTALL. Aawardee shall install a mobile printer and mount with the power wired to the auxiliary fuse block. The power source will be controlled by the ChargeGuard device. Also install USB cable routed from the printer to the MDT tray. Printer, mount, and cabling will be supplied by the City of Tampa. Equipment shall be mounted as directed by the Electronics Division. Contact Terry Nehring at 813-242-5332.

4. DIVISION II. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR TRAFFIC AND DUI UNITS.

4.1 EMERGENCY LIGHTS. LED Perimeter Lighting, Tail Lights The awardee shall supply and install Brooking XT-12RB in the following locations. Body mounted lights: (2) Front quarter Panels, side facing, (2) Rear Quarter Panel side facing, (2) Rear facing, mounted vertically on either side of the license plate, (2) mounted horizontally on trunk and (4) mounted in grill.

- Brooking 6 Diode Super Thin Surface Mount Blue –Red mounted on the window bars on each side;
- Whelen Inner Edge Model ISTRAY8-RB installed at the top center of the windshield and wired to the light control center;
- Whelen Inner Edge Model ISTRAY8-RB shall be installed on the rear package shelf and wired into the 295HFSA6 controller as a Traffic Advisor. The Traffic Advisor shall have the end lights on the driver's side blue with the end lights on the passenger's side red with clear lenses on the entire Advisor;
- The awardee shall supply and install the Brooking Taillight Flasher model FL-80RFIP-2 to control flash patterns and allow light bar cutout and steady burn red for pursuit rear facing visibility. Flasher will also allow steady burn red in light bar during normal driving conditions when brake is applied.

4.2 SIREN AMPLIFIER AND LIGHT CONTROL CENTER. The siren amplifier and light control center shall be a Whelen Model 295SLSA6 constructed of aluminum and painted flat black.

- The light control center shall contain a total of six switches with the first three being combined in a single slide switch.

- The control box shall be connected to the manufacturer's installed auxiliary 12v-power connection and fused at the power connection. The switches shall be in the following order and mounted, left to right:

SLIDE:

#1 All rear flashing lights;
#2 Rear flashing lights;
#3 Flashing LEDs in head-lights, and rear flashing lights.

PUSH BUTTON:

#4 Left Arrow;
#5 Right Arrow;
#6 Available).

- The control center shall be connected to the vehicle manufacturer's installed auxiliary 12v-power connection and fused at the power connection. The switches for each set of lights shall be coordinated with Tampa Police Department. The switches shall be individually fused and illuminated.

- The Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. The Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

The Awardee shall leave a minimum of two feet of wire and cable so the control box may be mounted in any area as deemed necessary by the City.

4.2.1 RADIO CABLE INSTALLATION. The Awardee shall install the radio control and power cables that will be supplied and coordinated by a City representative. The radio control cable shall run from the trunk to the Gamber Johnson box. The radio shall be mounted in a location/manor where the antenna, programming ports, and mounting screws are accessible for maintenance. There should also be airflow available for heat dissipation. All grounds will go to a main vehicle ground with a nut, and bolt. Fuse/circuit breaker values will be sized appropriately for load and length of wiring used.

4.2.2 SPARE RADIO BATTERY CHARGER. The Awardee shall install an Advancetec single station conditioner/charger Model AT20xx with an H/D 9 foot wiring harness with inline fuse. The power source will be controlled by the ChargeGuard device.

4.2.3 Havis CG-X ChargeGuard. The Awardee shall install a Havis CG-X ChargeGuard device. The device will be set to the "AC" function which senses the alternator output. With a 30 minute shut down delay. This will power the radio control head, main radio unit, LED Lamp, Advancetec charger, laptop, and printer power supply.

4.2.4 RADIO CHECK. The Awardee shall have an FCC General Radiotelephone Operators licensed technician on site to complete the final check out of the radio installation. The Awardee shall check both radios for proper operation and check the SWR of both antennas. The forward and reflected power readings will be documented and supplied with the vehicle at the time of delivery. All vehicles must be checked when the vehicle is returned. Any defects shall be corrected immediately by the Awardee before the vehicle will be accepted.

4.3 SPEAKER & MOUNTING BRACKET. The Awardee shall leave a minimum of two feet of wire and cable so the siren amplifier may be mounted in any area as deemed necessary by the City.

- The speaker shall be Whelen Model SA314P with mounting bracket SABKT17. The Awardee shall provide and mount the speaker driver behind or below the grill of the vehicle.

- The Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. The Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

4.4 PRISONER CAGE AND HARDWARE. The Awardee shall supply and install a Setina SMC coated Lexan slider cage with recess panel, Part Number 10-C-S-RP, and the SMC 2-piece full lower extension panel, Part Number 2PC FLEP. The Awardee shall provide this item for all of the marked units. Both front seats shall be moved to the maximum rearward position prior to the installation of the cages.

4.5 CONSOLE PACKAGE. The Awardee shall supply and install a Gamber Johnson console package with the following features and components:

- 7160-0327 Gamber Johnson Console Package;
- 7140-0283 Whelen faceplate;
- 7140-0439 Harris M7300 Radio Control Head;
- 7160-0430 Gamber Johnson External Brother Printer Mount Armrest Dual cup-holder;
- OP-5302USB Brooking Industries 5 output switch plate with USB or equivalent
- MCS-PWRPNL fuse block;
- 7160-0285 GJ Quadmotion TS-5 attachment with 3 inch slide;
- 7160-0250 GJ Notepad-5 universal computer cradle;
- 7160-0098 LED light assembly;
- 7160-0252 Gamber Johnson Notepad 5 LED light assembly;
- 7160-0251 GJ screen support for Notepad V.

4.6 REAR SEAT AND SEAT BELT EXTENSION. The Awardee shall supply and install a Brookings Industries VS-DC2 BRI Prisoner seat and two Seat Belt Extensions, Brookings Industries, Model PTSEB. A DC-TS Brooking Ind. Charger Trunk Shield shall also be installed.

4.7 WINDOW BARRIERS. Brooking Industries, Model RWBDC2 window barriers shall be installed on each of the rear door windows.

4.8 FIRST AID KIT AND FIRE EXTINGUISHER. The Awardee shall supply and install a first aid kit and fire extinguisher in the trunk of each vehicle. The location shall be agreed upon by a City representative and the Awardee. The following types are acceptable, but not limited to:

- PAC Basic #6060 First Aid Kit, with plastic case;
- 2-1/2 Pound ABC Fire Extinguisher and Mounting hardware.

5. OPTIONS

5. 1 GUNLOCK. Each marked patrol vehicle shall be pre-wired for future installation of a recess-panel mounted electric gunlock. A Santa Cruz Adjustable Weapon Mount model # SC-917-SSDB with SC5 Gun Lock and a Santa Cruz model # SC-7009-A, 7-40 Second Gunlock Timer shall be installed. The shotgun shall be accessible to the driver of the vehicle. The Awardee shall ensure that a shotgun can be inserted and removed from the shotgun lock.

- The switch shall be mounted as directed by the Electronics Division. Contact Terry Nehring at 813-242-5332.

5.2 L3 CAMERA INSTALL. The awardee shall install L-3 Mobile-Vision FlashBack3 32-Gb DVR in-car video systems with the following options, front facing camera, rear prisoner camera, front officer mic, rear prisoner mic, officer body mic, LCD display, Wi-Fi/GPS antenna roof mount behind the light bar, and system crash battery.

5.3 PRINTER INSTALL. The awardee shall install a mobile printer and mount with the power wired to the auxiliary fuse block. The power source will be controlled by the ChargeGuard device. Also install USB cable routed from the printer to the MDT tray. Printer and cabling will be supplied by the City of Tampa. Equipment shall be mounted as directed by a City representative.

6. DIVISION III. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR SUPERVISOR UNITS.

6.1 EMERGENCY LIGHTS. The emergency lights and installation location shall be as follows LED Perimeter Lighting, Tail Lights. Awardee shall supply and install Brooking XT-12RB in the following locations. Body mounted lights: (2) Front quarter Panels, side facing, (2) Rear Quarter Panel side facing, (2) Rear facing, mounted vertically on either side of the license plate, (2) mounted horizontally on trunk and (4) mounted in grill:

- Whelen Inner Edge 8 LINZ6 IX35UFZBR installed at the top center of the windshield and wired to the light control center;
- Brooking 6 Diode Super Thin Surface Mount Blue –Red mounted on the window bars on each side;
- Whelen Inner Edge Model ISTRAY8-RB shall be installed on the rear package shelf and wired into the 295HFSA6 controller as a Traffic Advisor. The Traffic Advisor shall have the end lights on the driver's side blue with the end lights on the passenger's side red with clear lenses on the entire Advisor;
- Awardee shall supply and install the Brooking Taillight Flasher model FL-80RFIP-2 to control flash patterns and allow light bar cutout and steady burn red for pursuit rear facing visibility. Flasher will also allow steady burn red in light bar during normal driving conditions when brake is applied.

6.2 SIREN AMPLIFIER AND LIGHT CONTROL CENTER. The siren amplifier and light control center shall be a Whelen Model 295SLSA6 constructed of aluminum and painted flat black.

- The light control center shall contain a total of six switches with the first three being combined in a single slide switch.
- The control box shall be connected to the manufacturer's installed auxiliary 12v-power connection and fused at the power connection. The switches for each set of lights shall be coordinated with Tampa Police Department. The switches shall be individually fused and illuminated.
- Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

- Awardee shall leave a minimum of two feet of wire and cable so the control box may be mounted in any area as deemed necessary by the City.

6.3 RADIO CABLE INSTALLATION. Awardee shall install the radio control and power cables that will be supplied and coordinated by a City representative. The radio control cable shall run from the trunk to the Gamber Johnson box. The radio shall be mounted in a location/manor where the antenna, programming ports, and mounting screws are accessible for maintenance. There should also be airflow available for heat dissipation. All grounds will go to a main vehicle ground with a nut, and bolt. Fuse/circuit breaker values will be sized appropriately for load and length of wiring used.

6.4 SPARE RADIO BATTERY CHARGER. Awardee shall install an Advancetec single station conditioner/charger Model AT20xx with an H/D 9 foot wiring harness with inline fuse. The power source will be controlled by the ChargeGuard device.

6.5 HAVIS CG-X CHARGEGUARD. Awardee shall install a Havis CG-X ChargeGuard device. The device will be set to the "AC" function which senses the alternator output. With a 30 minute shut down delay. This will power the radio control head, main radio unit, LED Lamp, Advancetec charger, laptop, and printer power supply.

6.6 RADIO CHECK. Awardee shall have an FCC General Radiotelephone Operators licensed technician on site to complete the final check out of the radio installation. The Awardee shall check both radios for proper operation and check the SWR of both antennas. The forward and reflected power readings will be documented and supplied with the vehicle at the time of delivery. All vehicles must be checked when the vehicle is returned. Any defects shall be corrected immediately by the Awardee before the vehicle will be accepted.

6.7 SIREN AMPLIFIER, SPEAKER & MOUNTING BRACKET. The siren amplifier shall be Whelen Model 295SL100 with mounting bracket. Awardee shall leave a minimum of two feet of wire and cable so the siren amplifier may be mounted in any area as deemed necessary by the City.

- The speaker shall be Whelen Model SA314P with mounting bracket SABKT17. Awardee shall provide and mount the speaker driver behind or below the grill of the vehicle.

- The Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. The Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

6.8 CONSOLE PACKAGE. Awardee shall supply and install a Gamber Johnson console package with the following features and components:

- 7160-0327 Gamber Johnson Console Package;
- 7140-0283 Whelen faceplate;
- 7140-0439 Harris M7300 Radio Control Head;
- 7160-0430 Gamber Johnson External Brother Printer Mount Armrest Dual cup-holder;
- OP-5302USB Brooking Industries 5 output switch plate with USB or equivalent
- MCS-PWRPNL fuse block;
- 7160-0285 GJ Quadmotion TS-5 attachment with 3 inch slide;
- 7160-0250 GJ Notepad-5 universal computer cradle;
- 7160-0098 LED light assembly;
- 7160-0252 Gamber Johnson Notepad 5 LED light assembly;
- 7160-0251 GJ screen support for Notepad V.

6.9 FIRST AID KIT AND FIRE EXTINGUISHER. Awardee shall supply and install a first aid kit and fire extinguisher in the trunk of each vehicle. The location shall be agreed upon by a City representative and the Awardee. The following types are acceptable, but not limited to:

- PAC Basic #6060 First Aid Kit, with plastic case;
- 2-1/2 Pound ABC Fire Extinguisher and Mounting hardware

7. OPTIONS

7.1 PRINTER INSTALL. Awardee shall install a mobile printer and mount with the power wired to the auxiliary fuse block. The power source will be controlled by the ChargeGuard device. Also install USB cable routed from the printer to the MDT tray. Printer and cabling will be supplied by the City of Tampa. Equipment shall be mounted as directed by a City representative.

8. DIVISION IV. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR STAFF UNITS.

8.1 EMERGENCY LIGHTS. LED Perimeter Lighting, Tail Lights The awardee shall supply and install Brooking XT-12RB in the following locations. Body mounted lights: (2) Front quarter Panels, side facing, (2) Rear facing, mounted vertically on either side of the license plate, and (2) mounted in grill

The emergency lights and installation location shall be as follows:

- Whelen dual avenger AVN2RB red/blue and windshield AVNBKT5 bracket installed at the top center of the windshield and wired to the light control switch;
- Two Whelen Dual Avenger Red/Blue, Model AVN11 lights to be mounted on the rear package shelf and wired to the light control center;
- The emergency lights shall be controlled by a Whelen Siren Hand held control HHS2200.

8.2 EMERGENCY LIGHTS SWITCH, RADIO, AND SIREN CONTROL. The emergency lights control switch, radio, and siren control shall be installed in a location to be determined. The Harris M7300 radio control head shall be located inside the console -OR- alongside the console on the passenger side.

- The control center shall be connected to the vehicle manufacturer's installed auxiliary 12v-power connection and fused at the power connection.

- Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. The Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

Awardee shall leave a minimum of two feet of wire and cable so the control box may be mounted in any area as deemed necessary by the City.

8.3 SPARE RADIO BATTERY CHARGER. Awardee shall install an Advance Tec single station conditioner/charger Model AT20xx with an H/D 9 foot wiring harness with inline fuse. The power source will be controlled by the ChargeGuard device.

8.4 Havis CG-X ChargeGuard. The Awardee shall install a Havis CG-X ChargeGuard device. The device will be set to the "AC" function which senses the alternator output. With a 30 minute shut down delay. This will power the radio control head, main radio unit, LED Lamp, Advancetec charger, laptop, and printer power supply.

8.5 RADIO CHECK. Awardee shall have an FCC General Radiotelephone Operators licensed technician on site to complete the final check out of the radio installation. Awardee shall check both radios for proper operation and check the SWR of both antennas. The forward and reflected power readings will be documented and supplied with the vehicle at the time of delivery. All vehicles must be checked when the vehicle is returned. Any defects shall be corrected immediately by the Awardee before the vehicle will be accepted.

8.6 SIREN SPEAKER & MOUNTING BRACKET. The siren amplifier shall be Whelen Model 295SL100 with mounting bracket. The Awardee shall leave a minimum of two feet of wire and cable so the siren amplifier may be mounted in any area as deemed necessary by the City.

- The speaker shall be Whelen Model SA315P with mounting bracket SAK37. Awardee shall provide and mount the speaker driver behind or below the grill of the vehicle.

- Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

8.7 FIRST AID KIT AND FIRE EXTINGUISHER. Awardee shall supply and install a first aid kit and fire extinguisher in the trunk of each vehicle. The location shall be agreed upon by a City representative and Awardee. The following types are acceptable, but not limited to:

- PAC Basic #6060 First Aid Kit, with plastic case;
- 2-1/2 Pound ABC Fire Extinguisher and Mounting hardware

9. DIVISION V. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR DETECTIVE UNITS.

9.1 EMERGENCY LIGHTS AND ANTI-THEFT: For LED Perimeter lighting, tail lights, Awardee shall supply and install brooking XT-12RB in the following locations. Body mounted lights: 2 rear facing, mounted vertically on either side of the license plate,

The emergency lights and installation location shall be as follows:

- Whelen dual avenger avn2RD red/blue and windshield AVNBKT5 bracket installed at the top center of the windshield and wired to the light control switch;
- Two Whelen dual avenger red/blue, model AVN1J lights to be mounted on the rear package shelf and wired to the light control center;
- The emergency lights shall be controlled by a Whelen siren hand held control HHS2200.
- Whelen Omni vertex directional lighthead 9'cabel blue and red WEC-VTX609 mounted in the headlight
- The awardee shall supply and install a tremco anti-theft device in each vehicle.

9.2 EMERGENCY LIGHTS SWITCH, RADIO, AND SIREN CONTROL. The emergency lights control switch, radio, and siren control shall be installed in a location to be determined. The Harris M7300 radio control head shall be located inside the console -OR- alongside the console on the passenger side.

- The control center shall be connected to the vehicle manufacturer's installed auxiliary 12v-power connection and fused at the power connection.

- Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

- Awardee shall leave a minimum of two feet of wire and cable so the control box may be mounted in any area as deemed necessary by the City.

9.3 SPARE RADIO BATTERY CHARGER. Awardee shall install an advance Tec single station conditioner/charger model AT20XX with an H/D 9 foot wiring harness with inline fuse. The power source will be controlled by the ChargeGuard device.

9.4 HAVIS CG-X CHARGEGUARD. Awardee shall install a havis cg-x ChargeGuard device. The device will be set to the "ac" function which senses the alternator output. With a 30 minute shut down delay. This will power the radio control head, main radio unit, led lamp, Advancetec charger, laptop, and printer power supply.

9.5 RADIO CHECK. Awardee shall have an FCC General Radiotelephone Operators licensed technician on site to complete the final check out of the radio installation. Awardee shall check both radios for proper operation and check the SWR of both antennas. The forward and reflected power readings will be documented and supplied with the vehicle at the time of delivery. All vehicles must be checked when the vehicle is returned. Any defects shall be corrected immediately by the Awardee before the vehicle will be accepted.

9.6 SIREN SPEAKER & MOUNTING BRACKET. The siren amplifier shall be Whelen model 295SL100 with mounting bracket. Awardee shall leave a minimum of two feet of wire and cable so the siren amplifier may be mounted in any area as deemed necessary by the city.

- The speaker shall be Whelen model SA315p with mounting bracket sSAK37. The awardee shall provide and mount the speaker driver behind or below the grill of the vehicle.

- The awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the awardee shall be enclosed in split loom tubing. The awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

9.7 FIRST AID KIT AND FIRE EXTINGUISHER. Awardee shall supply and install a first aid kit and fire extinguisher in the trunk of each vehicle. The location shall be agreed upon by a City representative and Awardee. The following types are acceptable, but not limited to:

- Pac basic #6060 first aid kit, with plastic case;
- 2-1/2 pound ABC fire extinguisher and mounting hardware

10. DIVISION V. INSTALLATION OF RADIO AND COMPUTER EQUIPMENT ON UNITS

10.1 RADIO EQUIPMENT INSTALLATION. This division is for the labor and installation of two-way radio communications and accessories, to be mounted in Police Cars.

10.2 RADIO CABLE INSTALLATION. Awardee shall install the radio control and power cables that will be supplied and coordinated by a City representative. The radio control cable shall run from the trunk to the Gamber Johnson box, or location to be determined by a City representative. All power will be controlled by a ChargeGuard device. The radio shall be mounted in a location/manor where the antenna, programming ports, and mounting screws are accessible for maintenance. There should also be airflow available for heat dissipation. All grounds will go to a main vehicle ground with a nut, and bolt. Fuse/circuit breaker values will be sized appropriately for load and length of wiring used.

- The radios shall include all factory-supplied wiring and hardware. The City shall provide the antennas, antenna cabling, and connector. All other wiring and hardware (i.e. split loom tubing, tie wraps) required to complete the installation shall be provided by the Awardee.

10.3 COMPUTER HARDWARE & RF UNIT. Awardee shall install a City supplied computer and/or power supply, RF data communication equipment, and roof mount auxiliary antenna for Data and/or GPS equipment.

- Awardee shall be instructed as to the location of these items on the mount.
- Awardee shall assemble and adjust tray to securely fit currently deployed laptop and allow access to required ports, connectors, and drives.

10.4 WIRING. The Awardee shall solder and shrink-wrap all of the connections. Butt connectors or crimp splices are not acceptable. All exposed wiring must be enclosed in black split-loom tubing.

- Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable. All components mounted inside the Gamber Johnson box shall have a minimum of 18 inches of wire above the top of the box. All grounds will go to a main vehicle ground with a nut, and bolt. Fuse/circuit breaker values will be sized appropriately for load and length of wiring used.

10.5 The trunk mount radio shall be installed in the trunk and the wiring and cable shall be routed to the front of the car via the passenger side. All precautions shall be made to insure that the wiring is protected from chafing. Main power A+ and control head will be powered via a ChargeGuard device. All grounds will go to a main vehicle ground with a nut, and bolt. The antenna shall be mounted on the trunk lid. The speaker shall be mounted on the floor in front of the computer mount between the driver and passenger seats. All electrical devices and power connections shall be located, secured, and insulated to minimize damage and short circuits from the user equipment and trunk contents.

10.6 The shotgun mount shall be wired from the mount to the five second delay switch and then to the vehicle's main fuse block. The wiring shall be connected to a spot that is controlled by the vehicle ignition switch and be protected with an in-line fuse holder. The switch shall be mounted on the radio mount, as specified in console layout photograph.

10.7 HAVIS CG-X CHARGEGUARD. The Awardee shall install a Havis CG-X ChargeGuard device. The device will be set to the "AC" function which senses the alternator output. With a 30 minute shut down delay. This will power the radio control head, main radio unit, LED Lamp, Advancetec charger, laptop, and printer power supply.

10.8 The computer power wiring shall be connected to the ChargeGuard Device and fused.

10.9 Awardee shall install two 12-volt accessory outlets on the front of the radio mount and connected to a fuse located under the hood and near the battery.

10.10 Awardee shall install the Whelen WS2100 siren amplifier in the radio mount. The siren power wire shall be connected to the vehicles auxiliary fuse block.

10.11 RADIO CHECK. Awardee shall have an FCC General Radiotelephone Operators licensed technician on site to complete the final check out of the radio installation. Awardee shall check both radios for proper operation and check the SWR of all antennas. The forward and reflected power readings will be documented and supplied with the vehicle at the time of delivery. All vehicles must be checked when the vehicle is returned. Any defects shall be corrected immediately by the Awardee before the vehicle will be accepted.

11. DIVISION VI. PURCHASE AND INSTALLATION OF LIGHT BARS AND ACCESSORIES FOR K-9 MARKED UNITS.

11.1 LIGHT BAR. Awardee shall install a Whelen Legacy LED premium light bar, 48.5 B/R clear, with rear facing "DUO" LED's in AMBER, part number GR8-RRBB-SSDAD-TPA including mounting brackets for Ford Interceptor Utility.

11.2 SIREN AMPLIFIER AND LIGHT BAR CONTROL CENTER. The siren amplifier and light bar control center shall be a Whelen Model 295SLSA6 constructed of aluminum and painted flat black.

- The light bar control center shall contain a total of nine switches with the first three being combined in a single slide switch.

The control box shall be connected to the manufacturer's installed auxiliary 12v-power connection and fused at the power connection. The switches shall be in the following order and mounted, left to right:

SLIDE:

#1 all rear flashing lights;
#2 Light bar, rear flashing lights;
#3 Light bar, front takedown lights, flashing LEDs in head-lights, and rear flashing lights.

PUSH BUTTON:

#4 Takedown only (27 watt clear lens);
#5 Left alley light only (27 watt clear lens);
#6 Right alley light only (27 watt clear lens);
#7 Left Arrow;
#8 Right Arrow;
#9 Available

11.3 LED PERIMETER LIGHTING, TAIL LIGHTS, ANTI-THEFT DEVICE. Awardee shall supply and install Brooking XT-12RB in the following locations. Body mounted lights shall include a white bezel: (2) Front quarter Panels, side facing, (2) Rear facing, mounted horizontally on either side of the license plate, (2) Interior bottom lip of hatch for visibility while hatch is raised (to be controlled independently by switch on hatch) (2) Brooking 12 LED module mounted 1 Each Side on K9 Window bars.

- wardee shall supply and install (2) Whelen VTX609C lights, surface mounted with (2) Whelen VTXFB Bezels on underside of hatch interior to be used as steady burn work lights controlled independently by switch on hatch.

- Awardee shall supply and install the Brooking Taillight Flasher model FL-20RFI-U to control flash patterns and allow light bar cutout and steady burn red for pursuit rear facing visibility. Flasher will also allow steady burn red in light bar during normal driving conditions when brake is applied.

- Awardee shall supply and install (1) Brooking MS6BHRC and (1) Brooking MS6BHBC on the rear lip of the hood, forward facing.

- Awardee shall supply and install (2) SOUND OFF SIGNAL MPower EMPS1STS3J to fit within Ford provided grill cutouts for same.

- Awardee shall supply and install a TREMCO Anti-Theft device in each vehicle.

11.4 RADIO CABLE INSTALLATION. Awardee shall install the radio control and power cables that will be supplied and coordinated by a City representative. The radio control cable shall run from the trunk to the Gamber Johnson box. The radio shall be mounted in a location/manor where the antenna, programming ports, and mounting screws are accessible for maintenance. There should also be airflow available for heat dissipation. All grounds will go to a main vehicle ground with a nut, and bolt. Fuse/circuit breaker values will be sized appropriately for load and length of wiring used.

11.5 SPARE RADIO BATTERY CHARGER. Awardee shall install an Advance Tec single station conditioner/charger Model AT20xx with an H/D 9 foot wiring harness with inline fuse. The power source will be controlled by the ChargeGuard device.

11.6 HAVIS CG-X CHARGEGUARD. Awardee shall install a Havis CG-X ChargeGuard device. The device will be set to the "AC" function which senses the alternator output. With a 30 minute shut down delay. This will power the radio control head, main radio unit, LED Lamp, Advancetec charger, laptop, and printer power supply.

11.7 RADIO CHECK. Awardee shall have an FCC General Radiotelephone Operators licensed technician on site to complete the final check out of the radio installation. Awardee shall check both radios for proper operation and check the SWR of both antennas. The forward and reflected power readings will be documented and supplied with the vehicle at the time of delivery. All vehicles must be checked when the vehicle is returned. Any defects shall be corrected immediately by the Awardee before the vehicle will be accepted.

11.8 SPEAKER & MOUNTING BRACKET. The speaker shall be Whelen Model SAK44 with mounting bracket SAK37. The Awardee shall provide and mount the speaker driver behind or below the grill of the vehicle.

Awardee shall solder and shrink-wrap all of the connections between the control box and the wiring harness. Butt connectors or crimp splices are not acceptable. All of the wiring installed by the Awardee shall be enclosed in split loom tubing. The Awardee shall use rubber grommets where the cable passes through the vehicle firewall. Any other means of sealing the cable through the firewall is unacceptable.

11.9 K-9 CAGE AND HARDWARE. Awardee shall supply and install below K9 Package with the following features and components:

- EZ RIDER PLATFORM - American Aluminum Black Powder Coated K9 Insert.
- FAN GUARD KIT - American Aluminum Fan Kit (Mounts to EZ Rider Platform)
- K9 MAT American - Aluminum Rubber Floor Mat.
- AMEALUMDISH - American Aluminum E/Z Spill Proof Water Dish.
- HP-5020B - Ace K9 Hot-N-Pop Pro Temperature Alarm and door Popper System.
- AWD-7010 - Ace K9Watch Dog Monitoring system (Works with Hot-N-Pop Pro System)
- PEL-1150 - (4) Pelican Air-Tight Cases will be put in Setina Cargo Box Drawer.

11.10 FIRST AID KIT AND FIRE EXTINGUISHER. Awardee shall supply and install a first aid kit and fire extinguisher in the trunk of each vehicle. The location shall be agreed upon by a City representative and the Awardee. The following types are acceptable, but not limited to:

- PAC Basic #6060 First Aid Kit, with plastic case;
- 2-1/2 Pound ABC Fire Extinguisher and Mounting hardware.

11.11 CONSOLE PACKAGE. The Awardee shall supply and install a Gamber Johnson console package with the following features and components:

- 7160-0327 Gamber Johnson Console Package INCLUDES Armrest Printer Mount;
- 7140-0283 Whelen faceplate;
- 7140-0439 Harris M7300 Radio Control Head;
- 7160-0430 Gamber Johnson External Brother Printer Mount Armrest Dual cup-holder;
- OP-5302USB Brooking Industries 5 output switch plate with USB or equivalent MCS-PWRPNL fuse block;
- 7160-0220 GJ Quadmotion 9" Locking Slide Arm;
- 7160-0250 GJ Notepad-5 universal computer cradle;
- 7160-0252 LED light assembly;
- 7160-0252 Gamber Johnson Notepad 5 LED light assembly;
- 7160-0251 GJ screen support for Notepad V.

Awardee shall supply and install one ChargeGuard CG-X in each console. The laptop power supply, laptop LED light, Advancetec Battery Charger & radio to be wired through ChargeGuard.

11.12 PUSH BUMPER WITH HEADLIGHT PROTECTOR. Awardee shall supply and install the following push bumper and headlight protector on the front bumper:

- Setina, Model BK0534ITU16 Aluminum Push Bumper and a Model HK0810ITU16 PB6 Headlight Guard with PB5 wrap.

11.13 REAR CARGO BOX: Awardee shall supply and install a Setina QK2141TU12 Prisoner Transport Seat with "Smart Belt" Center Pull seatbelt option and 12VS Rear Cargo Barrier with coated lexan window.

- The awardee shall supply and install a Setina TK0250ITU12 Two-Drawer Cargo Box with key-locks. All locks shall be keyed alike. The cargo box shall be supplemented with Setina TPA289 Radio Tray to mount the radio on. Freestanding Bracket Setina TF0237ITU12 to Mount Cargo Box.

11.14 WINDOW BARRIERS: Awardee shall supply and install Setina WK0040ITU12 Rear Cargo Window Barriers.

12. OPTIONS

12.1 PRINTER INSTALL. Awardee shall install a mobile printer and mount with the power wired to the auxiliary fuse block. The power source will be controlled by the ChargeGuard device. Also install USB cable routed from the printer to the MDT tray. Printer, mount, and cabling will be supplied by the City of Tampa. Equipment shall be mounted as directed by the Electronics Division. Contact Terry Nehring at 813-242-5332.

13. DIVISION VII. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR MISCELLANEOUS UNITS.

13.1 EMERGENCY LIGHTS. The emergency lights and installation location shall be as follows:

- Whelen dual avenger AVN2RB red/blue and windshield AVNBKT5 bracket installed at the top center of the windshield and wired to the light control switch;
- Awardee shall supply and install Brooking XT-12RB in the following locations. Body mounted lights: (2) Front quarter Panels, side facing, (2) Rear facing, mounted vertically on either side of the license plate, and (2) mounted in Grill and wired to the siren and light control center.

13.2 SIREN/LIGHT CONTROL CENTER. The siren/light control center shall be a Whelen Model HHS2100 installed in a location to be designated by the City for each vehicle type.

13.3 MOBILE DATA / GPS ANTENNA. Awardee shall install a City supplied roof mount auxiliary antenna for Data and/or GPS equipment. Awardee shall be instructed as to the location of these items.

BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Mark Sevigny

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.

2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.

3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;

4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.

5. In the event that the City determines that the Bidder has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.

6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida

7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.

8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

9. That, by submitting this Bid for a Contract $1,000,000 and greater, Bidder certifies that the Contractor is not on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable Acknowledgement for An Individual Acting In His Own Right, A Partnership or A Corporation, according to your firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me this _____ day of _____ 20__, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

_____ _____
Signature of Notary Public Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____ _____
Printed, typed or stamped Printed or typed name of Affiant
Commissioned name of notary public

FOR A PARTNERSHIP

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me this ____ day of _____ _____20___, by _____, who is a partner on behalf of _____, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

_____ _____
Signature of Notary Public Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____ _____
Printed, typed or stamped Printed or typed name of Affiant
Commissioned name of notary public

FOR A CORPORATION

State of Florida
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 25 day of Sept 2017, by

Is Mark Sevigny Bid Manager
(Title)
who

of Dana Safety Supply
(Corporation Name)

a corporation under the laws of the State of Florida, on behalf of the said corporation. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public
State of: Florida
My Commission Expires: 2/19/19

KEVIN PATRICK BRENNAN
MY COMMISSION # FF201466
EXPIRES February 19, 2019

Printed, typed or stamped
Commissioned name of notary public

Mark Sevigny
Printed or typed name of Affiant

BIDDER SUBMITTAL CHECKLIST
BID DOCUMENTS TO BE RETURNED

BID #: **21092617**	
BID TITLE: **LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18**	
THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE PLEASE ACKNOWLEDGE BY ANSWERING "YES"	
	YES
Did you sign your bid? *	☐
Did you sign and complete MBD Forms 10 and 20? *	☐
Did you fully complete the price proposal /bid response page? *	☐
Did you complete the Bidder's Affidavit and associated notarized form? *	☐
If an addendum has been issued that changed the Bid Response Page(s), did you provide pricing on the pages marked "Addendum" *	☐

*** Failure to submit these forms shall result in your bid being deemed as "non-responsive".**

Requested Voluntary Information Regarding
Bidder's Initial Employment Application Content

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances, which can be found at the website link:
https://www.municode.com/library/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH12HURI_ARTVICRHISCPR

[_] Yes [_] No

The City requires this information for informational purposes only pursuant to Section 2-284, City of Tampa Code of Ordinances. It will not be used either as a basis of award or denial thereof. It may not be used by any party as a basis of any protest.

Firm Name: _____

Authorized signature: _____ Date: _____

BID RESPONSE FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATIONS, SPEC. NO. 2-18

Please Print or Type

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

*****SEE ATTACHED LISTING*****

Firm Name: Dang Safety Supply

Authorized Representative's Name: Mark Sevigny

Authorized Representative's Title: Bid Manager

Address: 3810 W. Osborne Ave

City: Tampa State: FL Zip: 33614

Telephone No.: 813-348-4866 Fax No.: 813-348-0450 Email: msevigny@dangsafetysupply.com

Federal I.D. #: 27-1557226

Type Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [X] Corporation [ ] Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:
[X] Yes [ ] No License # 39-8015a70609-0

Minority Business Status: [ ] Black [ ] Hispanic [ ] Woman [ ] Other

Is your business certified as a minority business with any government agency? [ ] Yes [X] No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
—	—	—
—	—	—

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.

By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.

Authorized Signature: Mark Sevigny Date: 9-25-17

BID RESPONSE FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATIONS, SPEC. NO. 2-18

DIVISION I: PURCHASE AND INSTALLATION OF LIGHT BARS AND ACCESSORIES FOR STANDARD MARKED UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
60 (MOL)	Light Bars and Accessories	$8500.00 EA.	$510,000.00
60 (MOL)	Labor and Shop Materials to Install Equipment Listed above and as per technical specifications	$1350.00 EA.	$81,000.00
		DIVISION I TOTAL	$591,000.00

OPTIONS:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Gun Lock (Per Section No. 9.1)	$195.00 EA.	$195.00
1 (MOL)	L3 Camera Install (Per Section No. 9.2)	$375.00 EA.	$375.00
1 (MOL)	Printer Install (Per Section No. 9.3)	$75.00 EA.	$75.00

DELIVERY OF PROTOTYPE: 45 Days ARO (After Receipt of Purchase Order)

DIVISION II: PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR TRAFFIC & DUI UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
2 (MOL)	Emergency Lights and Accessories	$5500.00 EA.	$11,000.00
2 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$1500.00 EA.	$3000.00
		DIVISION II TOTAL	$14,000.00

OPTIONS:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Gun Lock (Per Section No. 11.1)	$195.00 EA.	$195.00
1 (MOL)	L3 Camera Install (Per Section No. 11.2)	$375.00 EA.	$375.00
1 (MOL)	Printer Install (Per Section No. 11.3)	$75.00 EA.	$75.00

Authorized Signature: _____ Date: 9.25.17

BID RESPONSE FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATIONS, SPEC. NO. 2-18 (CONT'D)

DIVISION III. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR SUPERVISOR UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
8 (MOL)	Emergency Lights and Accessories	$4300.00 EA.	$34,400.00
8 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$1300.00 EA.	$10,400.00
		DIVISION III TOTAL	$44,800.00

OPTIONS:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Printer Install (Per Section No. 13.1)	$ 75.00 EA.	$ 75.00

DIVISION IV: PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR STAFF UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Emergency Lights and Accessories	$1775.00 EA.	$1775.00
1 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$1000.00 EA.	$1000.00
		DIVISION IV TOTAL	$2775.00

DIVISION V. PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR DETECTIVE UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
12 (MOL)	Emergency Lights and Accessories	$1700.00 EA.	$20,400.00
12 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$ 850.00 EA.	$10,200.00
		DIVISION V TOTAL	$30,600.00

DIVISION VI. INSTALLATION OF RADIO AND COMPUTER EQUIPMENT ON UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Radio and Computer Equipment Installation As per technical specifications	$ 125.00	$ 125.00
1 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$. 75 / hr	$ 75/hr
		DIVISION VI TOTAL	$ 200.00

Authorized Signature: Mark [signature] Date: 9-25-17

BID RESPONSE FOR
LIGHT BARS AND ACCESSORIES WITH INSTALLATIONS, SPEC. NO. 2-18 (CONT'D)

DIVISION VII. PURCHASE AND INSTALLATION OF LIGHT BARS AND ACCESSORIES FOR K-9 MARKED. UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
2 (MOL)	Emergency Lights and Accessories	$11,500.00 EA.	$23,000.00
2 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$1875.00 EA.	$3750.00
		DIVISION VII TOTAL	$26,750.00

OPTIONS:

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Printer Install (Per Section No. 18.1)	$75.00 EA.	$75.00

DIVISION VIII: PURCHASE AND INSTALLATION OF LIGHTS AND ACCESSORIES FOR MISCELLANEOUS UNITS.

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1 (MOL)	Emergency Lights and Accessories	$125.00 EA.	$125.00
1 (MOL)	Labor and Shop Materials to Install Equipment Listed above as per technical specifications	$600.00 EA.	$600.00
1 (MOL)	Labor for installation of data/GPS roof mount antenna	$75.00 EA.	$75.00
		DIVISION VIII TOTAL	$1900.00

TOTAL AMOUNT OF BID (DIVISION I THROUGH DIVISION VII): $ 111,950.00

MOL = More or Less

WHELEN PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 46 %

PRO-GARD PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 25 %

SETINA PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 25 %

TREMCO PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 5 %

GAMBER JOHNSON PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 30 %

BROOKINGS INDUSTRIES PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 30 (MS) %

HAVIS PARTS MARK-DOWN FROM MANUFACTURER'S LIST PRICE - 35 %

LABOR RATE FOR OTHER INSTALLATIONS AND NON-WARRANTY REPAIRS $ 75.00

Authorized Signature: Mark [signature] Date: 9-25-17

5. On Page 36 of the **BID RESPONSE** add the following manufacturers to the mark-down percentage list:

- **Soundoff Signal** 40
- **Star Lighting** 20
- **Able2 /Sho-Me** 35
- **Setina "Blac Rac" Gunlocks** 20
- **Setina "Lighted Push Bumpers"** 20
- **Pro-Gard Products** 25
- **Santa-Cruz Gunlocks** 20
- **Go Rhino Products** 20
- **Big Sky Gun Racks** 20
- **Havis Shields Consoles / K9 Systems** 35
- **Jotto Desk** 20
- **Laguna Seating Systems** 20
- **Streamlight Flashlights** 30
- **Maglite Flashlights** 30
- **Thor Inverters** 5
- **TruckVault Cargo Boxes** 5
- **Genetec ALPR Systems** 5
- **Decatur Radar** 5
- **Apollo Video** 5
- **Ray Allen K9 Systems** 5
- **ACE K9 Systems** 5
- **Code-3 Lighting Systems** 40

If you have submitted a bid and need to have it returned to you, please call (813) 274-8351.

Acknowledgement of this Addendum is not required.

Sincerely,

Gregory K. Spearman, CPPO

Gregory K. Spearman, CPPO, FCCM
Director of Purchasing

ALM/KH

Initials

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 17-P-00914 Contract Name: LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18 BID #21002617

Company Name: Dang Safety Supply Address: 3810 W. Osborne Ave Tampa, FL 33614

Federal ID: 27-1653226 Phone: 813-348-0444 Fax: 813-348-0450 Email: mstevigny@dangsafetysupply.com

Check applicable box(es). Detailed instructions for completing this form are on page 2 of 4.

[ ] No Firms were contacted or solicited for this contract.

[X] No Firms were contacted because: Not needed to complete project.

[ ] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

MGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services MGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: Mark Name/Title: Mark Stevigny Buyer Date: 9-25-17

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal

MBD 10 rev./effective 02/2016

Tampa

Page 2 of 4 – DMI Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **"S" = SLBE, "W" = WMBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises and/or "W" for firms Certified by the City as either Women/Minority Business Enterprise; **"O" = Non-certified others.**
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka "National Institute of Governmental Purchasing" are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec'd (received) Y/N.** Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

Tampa

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)

Contract No.: **17-P-00914** Contract Name: **LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18 BID #21092617**

Company Name: DCNG Safety Supply Address: 3810 W. Osborne Ave Tampa FL 33614

Federal ID: 27-1557226 Phone: 813-348-4866 Fax: 813-348-0450 Email: msevigne@dcngsafetysupply.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[ ] **See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)**
Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[X] **No Subcontracting/consulting (of any kind) will be performed on this contract.**

[X] **No Firms are listed to be utilized because:** Not Needed to complete project

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither / Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials / NIGP Code Listed above	$ Amount of Quote, Letter of Intent (LOI) if available	Percent of Scope or Contract %
	N/A				

Total ALL Subcontract / Supplier Utilization $ _____

Total SLBE Utilization $ _____

Total WMBE Utilization $ _____

Percent SLBE Utilization of Total Bid/Proposal Amt. ____**% Percent WMBE Utilization of Total Bid/Proposal Amt.** ____**%**

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: _____ Name/Title: Mark Sevigny Bid Mngr Date: 9.25.17

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

MBD 20 rev./effective 02/2016

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.: **17-P-00914** Contract Name: **LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18 BID #21092617**

Company Name:_____ Address:_____

Federal ID:_____ Phone:_____ Fax:_____ Email:_____

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[ ] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.

[ ] No Firms are listed to be utilized because:_____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Total ALL Subcontract / Supplier Utilization $_____

Total SLBE Utilization $ _____

Total WMBE Utilization $ _____

Percent SLBE Utilization of Total Bid/Proposal Amt. _____% Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed:_____ Name/Title:_____ Date:_____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal

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Page 4 of 4 DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **"S" = SLBE, "W" = WMBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises and/or "W" for firms Certified by the City as Women/Minority Business Enterprise; **"O" = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at http:/www.tampagov.net/mbd "Information Resources".
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments [ ] Partial [ ] Final

Contract No.: **17-P-00914** WO#,(if any)_____ Contract Name: **LIGHT BARS AND ACCESSORIES WITH INSTALLTION, SPEC. NO. 2-18 BID #21092617**
Contractor Name: _____ Address _____
Federal ID _____ Phone _____ Fax _____ Email _____
GC Pay Period _____ Payment Request/Invoice Number:_____ City Department: _____
Total Amount Requested for pay period:_____ Total Contract Amount(including change orders):_____

-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type Trade/Work Activity []Sub []Supplier Federal ID	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date Amount Pending Previously Reported	Amount To Be Paid For This Period Sub Pay Period Ending Date
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed _____ Name/Title _____ Date: _____
(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

DMI form 30 (rev. 03/12/10) Pg __ of __ [ ] See attached for additional information.

Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that directly follow are for the form heading information pertaining to the project and prime. **(Modifying or omitted information from this form my result in non-compliance.)**

Contract No. This is the number assigned by the City of Tampa for the bid or proposal
W.O.# If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
Contract Name. This is the name of the contract assigned by the City of Tampa for the bid or proposal.
Contractor Name. The name of your business.
Address. The physical address of your business.
Federal ID. A number assigned to a business for tax reporting purposes.
Phone. Telephone number to contact business.
Fax. Fax number for business.
Email. Provide email address for electronic correspondence.
Pay Period. Provide start and finish dates for pay period. (e.g. 05/01/07 – 05/31/07)
Payment Request/Invoice Number. Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
City Department. The City of Tampa department to which the contract pertains.
Total Amount Requested for pay period. Provide all dollars you are expecting to receive for the pay period.
Total Contract Amount (including change orders). Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
Signed/Name/Title/Date. This is your certification that the information provided on the form is accurate.
See attached documents. Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
Partial Payment. Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
Final Payment. Check of this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

(Type) of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
Trade/Work Activity. Indicate the trade, service, or material provided by the subcontractor.
SubContractor/SubConsultant/Supplier. Please indicate status of firm on this contract.
Federal ID. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
Company Name, Address, Phone & Fax. Provide company information for verification of payments.
Total Subcontract Amount. Provide total amount of subcontract for subcontractor including change orders.
Amount Paid To Date. Indicate all dollars paid to date for the subcontractor.
Amount Pending, Previously Reported. Indicate any amount previously reported that payments are pending.
Amount To Be Paid for this Period. Provide dollar amount of dollars requested for the pay period.
Sub Pay Period Ending Date. Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation

Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE: ("M" indicates million(s), for example **$1M** is $1,000,000)

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than $1M per occurrence and $2M general aggregate for Agreements valued at $2M or less; if valued over $2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) $500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at $100,000 or less or (b) $1M combined single limit each occurrence bodily injury and property damage for Agreements valued over $100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

C. **Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at $100,000 and under or (b) $1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

D. **Excess (Umbrella) Liability Insurance** for Agreements valued at $2M or more, at least $4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. **Builder's Risk Insurance** for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

F. **Installation Floater** coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. **Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance** where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least $1M per occurrence and $2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. **Railroad Protective Liability (RPL) Insurance** for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE).**

I. **Pollution and/or Asbestos Legal Liability Insurance** where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites),pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least $1M per occurrence and $2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. **Cyber Liability Insurance** where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than $2M per occurrence and $2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**

K. **Drone/UAV Liability Insurance** where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed opera-tions, property damage, bodily injury with limits no less than $1M per occur-rence, and $2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

L. **Longshore & Harbor Workers' Compensation Act/Jones Act** for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. **Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance** where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or airplane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover-age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of $1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

N. **Property Insurance and Interruption of Business (IOB) Insurance** where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenantable, including disruption of utilities, water, or telecommunications. (IF APPLICABLE)

O. **Liquor Liability/Host Liquor Liability** where Firm directly or indirectly provides alcoholic beverages, limits of at least $1M per occurrence and $1M aggregate. **(IF APPLICABLE)**

P. **Educators Legal Liability Insurance** where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: ☐ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

☒ Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over $500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE – Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM, WRAP-UP - Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

Revised 11/01/2016

CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

ALL FIRMS ON BID LIST

REF:	City of Tampa **BID**, dated	**AUGUST 25, 2017**
	BID for Providing:	**BID NO. 21092617, LIGHT BARS AND ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18**
	To Be Opened:	**SEPTEMBER 26,2017, 3:30PM**
SUBJECT:	**ADDENDUM NO. 1**	**September 14, 2017**

1. On Page 16 of the **TECHNICAL SPECIFICATIONS** Replace **2.8 CONSOLE PACKAGE** Part Number with the following:

- Replace 7160-0327 with 7170-0166-02 Gamber Johnson Console Package with Cupholder and Armrest Printer Mount.
- Eliminate 7160-0430 Armrest Printer Mount

2. On Page 19 of the **TECHNICAL SPECIFICATIONS** Replace **4.5 CONSOLE PACKAGE** Part Number with the following:

- Replace 7160-0327 with 7170-0137-02 Gamber Johnson Console Package with Cupholder and Armrest Printer Mount.
- Eliminate 7160-0430 Armrest Printer Mount

3. On Page 21 of the **TECHNICAL SPECIFICATIONS** Replace **6.8 CONSOLE PACKAGE** Part Number with the following:

- Replace 7160-0327 with 7170-0137-02 Gamber Johnson Console Package with Cupholder and Armrest Printer Mount
- Eliminate 7160-0430 Armrest Printer Mount

4. On Page 27 of the **TECHNICAL SPECIFICATIONS** Replace **11.11 CONSOLE PACKAGE** Part Number with the following:

- Replace 7160-0327 with 7170-0166-02 Gamber Johnson Console Package with Cupholder and Armrest Printer Mount.
- Eliminate 7160-0430 Armrest Printer Mount

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2017

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 CERTICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Zurich - Account Service Center 7045 College Blvd Overland Park, KS 66211 Fax: 888-734-6776 Ph: 877-225-5276	CONTACT NAME: Zurich - Account Service Center PHONE (A/C No. EXT): 877-225-5276 FAX (A/C No): 888-734-6776 E-MAIL ADDRESS: service.center@zurichna.com
INSURED 013051500 DANA SAFETY SUPPLY INC 701 RIVERSIDE PARK PL JACKSONVILLE, FL 32204	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Universal Underwriters Insurance Company — 41181 INSURER B: INSURER C: INSURER D: INSURER E:

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERICAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER.	☒	☒	297349	04/01/2017	04/01/2018	EACH OCCURENCE	$500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ ☐	☒	☒	297349	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea Accident)	$500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $0	☒	☒	297349	04/01/2017	04/01/2018	EACH OCCURRENCE	$15,000,000
							AGGREGATE	$
							PRODUCTS-COMP/OP AGG	$
☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	☐				☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE -EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	GARAGE LIABILITY ☒ ANY AUTO	☒	☒	297349	04/01/2017	04/01/2018	OTHER THAN AUTO ONLY EACH ACC:	$500,000
A	Customer Auto - Direct Primary	☐	☐	297349	04/01/2017	04/01/2018		$43,260,480

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

Reason for Certificate:General Liability

CITY OF TAMPA C/O EBIX BPO are named as Additional Insured
30 Day notice of cancellation applies, except for cancellation due to non payment of premium.
See Additional Remarks Schedule Attached

CERTIFICATE HOLDER

CITY OF TAMPA C/O EBIX BPO
PO BOX 257
PORTLAND, MI 48875

Attn: LIGHT BARS AND ACCESSORIES WITH INSTALLATION
Fax: SPECK NO #2-18

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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AGENCY CUSTOMER ID: 013051500
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Zurich - Account Service Center	DANA SAFETY SUPPLY INC 701 RIVERSIDE PARK PL JACKSONVILLE, FL 32204
POLICY NUMBER 297349	
CARRIER / NAIC CODE Universal Underwriters Insurance Company / 41181	EFFECTIVE DATE: 04/01/2017

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(DANA SAFETY SUPPLY INC) Policy carries liability limits of $500,000 underlying. The Commercial Umbrella Policy limit is $15,000,000. Total liability limit is $15,500,000 per occurrence

Waiver of Subrogation Applies.

Additional Insured: Primary and Non-Contributory Conditions; Endorsement 0755 applies.

CITY OF TAMPA C/O EBIX BPO are named as Additional Insured; Endorsement 532 applies.

LIGHT BARS AND ACCESSORIES WITH INSTALLATION
SPECK NO #2-18 *

Umbrella Follows Form and applies to Worker's Compensation Employer's Liability

FL WC
BRIDGEFIELD EMPLOYERS INSURANCE COMPANY
POLICY # 830-56415
EFFECTIVE DATE: 04/01/2017 - 04/01/2018
500/500/500

All Other States WC Policy
BRIDGEFIELD CASUALTY INSURANCE COMPANY
EFFECTIVE DATE: 04/01/2017 - 04/01/2018
POLICY # 196-42640 500/500/500

Additional Named Insured(s) Include: SCOTT MCRAE AUTOMOTIVE GROUP LLLP; DBA SCOTT MCRAE GROUP, DUVAL MOTOR COMPANY DBA DUVAL HONDA, DUVAL AUTOMOTIVE GAINESVILLE LLC DBA MERCEDES-BENZ OF GAINESVILLE; SMART CENTER OF GAINESVILLE, DUVAL MOTORCARS OF GAINESVILLE INC; DBA SUBARU OF GAINESVILLE, REGENCY MOTOR CO INC DBA DUVAL ACURA, DANA SAFETY SUPPLY INC, SCOTT-MCRAE AUTOMOTIVE GROUP LLLP 401(K) PROFIT SHARING PLAN

Covered Location(s) Include: 701 RIVERSIDE PARK PL JACKSONVILLE,FL,32204; 1725 MEMORIAL PARK DRIVE JACKSONVILLE,FL,32204; 11225 ATLANTIC BLVD JACKSONVILLE,FL,32225; 11225 ATLANTIC BOULEVARD JACKSONVILLE,FL,32225; 1616 CASSAT AVENUE JACKSONVILLE,FL,32210; 5201 WATERSIDE DRIVE JACKSONVILLE,FL,32210; 5203 WATERSIDE DRIVE JACKSONVILLE,FL,32210; 1325 CASSAT AVENUE JACKSONVILLE,FL,32205; 4025 NORTH MAIN STREET GAINESVILLE,FL,32609; 3810A WEST OSBORNE AVE TAMPA,FL,33614; 4832 NORTH ORANGE BLOSSOM TRAIL ORLANDO,FL,32810; 1855 CASSAT AVENUE JACKSONVILLE,FL,32210; 7001 NW 36TH AVENUE MIAMI,FL,33147

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User: Katrina House, Purchasing - Organization: City of Tampa, Florida Logout

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Broadcast List

Member Name City of Tampa, Florida
Bid Number ITB-21092617-0-2017/AM
Bid Name Light Bars and Accessories with Installation, Spec No 2-18

96 item(s) found

Modify Search

Date	Member Δ	Status	Type	Fax Number/E-Mail Address	Attributes	Programs
8/26/2017 4:29:10 AM	3M Traffic Safety Systems: Denise McMahon	Complete	Email	bidgroup@mmm.com		
8/26/2017 4:29:22 AM	Affordable Automotive Equipment Inc: Sal Fusco	Complete	Email	salfusco@cfl.rr.com		
8/26/2017 4:29:25 AM	Allstate Peterbilt of Rogers: Brent Ellingson	Complete	Email	bellingson@allstatepeterbiltgroup.com		
8/26/2017 4:29:20 AM	American Moving Parts: Scott Spiwak	Complete	Email	scott@americanmovingparts.com		
8/26/2017 4:29:22 AM	Anthem Equipment Inc: Stephen Kersey	Complete	Email	steve@mylifttech.com		
8/26/2017 4:29:20 AM	Bartow Ford: nancy stone	Complete	Email	nancys@bartowford.com		
8/26/2017 4:29:21 AM	BENLEE, Inc.: Stephen Doughty	Complete	Email	steve.doughty@benlee.com		
8/26/2017 4:29:10 AM	Bob Barker Company Inc: Angela DeBoeser	Complete	Email	bidnotices@bobbarker.com		
8/26/2017 4:29:26 AM	Brandon Ford: Tim King	Complete	Email	tking@brandonford.com		
8/26/2017 4:29:26 AM	Carmenita Ford: JB Shackford	Complete	Email	jshackford@ttruck.com		
8/26/2017 4:29:18 AM	Champion Trailer Sales, Inc.: Pepper Snell	Complete	Email	Cornette1@aol.com		
8/26/2017 4:29:22 AM	CMD Trailer Sales & Leasing, Inc.: Michael DePew	Complete	Email	mike@cmdtrailers.com		
8/26/2017 4:29:19 AM	Cold Air Distributors Wise of Fl, Inc: Chris Elliott	Complete	Email	Northfleet@coldairdistributors.com	1. Small Business	
8/26/2017 4:29:18 AM	Cold Air Distributors Wise of Fl. Inc: Stephanie Hansford	Complete	Email	coldairsp@gmail.com	1. Small Business	
8/26/2017 4:29:27 AM	Connie Liles Auto Parts: Frank Evans	Complete	Email	frank.evans@connielilesautoparts.com	1. Small Business 2. Woman Owned	
8/26/2017 4:29:24 AM	CREATIVE HOSPITALITY SOLUTIONS LLC ANGELIQUE LARET	Complete	Email	angel99@tampabay.rr.com		1. Small/Local Business Enterprise Program 2. Woman-Owned/Minority-

						Owned BE Certification
8/26/2017 4:29:21 AM	Cummins Power South, LLC: Ann Dearnley	Complete	Email	ann.m.dearnley@cummins.com		
8/26/2017 4:29:11 AM	Cutler Power Equipment (8/8 closed): TONY HAM	Complete	Email	tony@cutlerpower.com		
8/26/2017 4:29:17 AM	Dana Safety Supply | Operating as Southern Public Safety Equipment & Southern Firearms: Mark Sevigny	Complete	Email	dss@1dss.com	1. Small Business	
8/26/2017 4:29:17 AM	Digital Ally, Inc.: Heath Bideau	Complete	Email	bids@digitalallyinc.com		
8/26/2017 4:29:19 AM	DRD Enterprises LLC: Devon Deenah	Complete	Email	ddeenah@drdenterprise.com	1. African American Owned 2. Small Business	1. Small/Local Business Enterprise Program 2. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:26 AM	Econo Auto Painting: Mark Bokor	Complete	Email	consolidatedpaints@gmail.com		
8/26/2017 4:29:27 AM	Edge Metals Recycling: Tim Henderson	Complete	Email	tim@edgemetalsrecycling.com		
8/26/2017 4:29:24 AM	ELDER FORD OF TAMPA: Van Phillips	Complete	Email	vphillips@elderfordoftampa.com		
8/26/2017 4:29:12 AM	Energy Systems, Inc.: Jennifer Santillan	Complete	Email	energysystemsinc@yahoo.com	1. Hispanic Owned 2 Small Business 3. Woman Owned	1. Small/Local Business Enterprise Program 2. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:25 AM	Enforcement One Inc: Aaron Watkins	Complete	Email	tokay@tampabay.rr.com		
8/26/2017 4:29:20 AM	Expressway Center: Jack Richardson	Complete	Email	Jack@JackRichardson.com	1. Small Business	
8/26/2017 4:29:15 AM	First Transit, Inc.: Clare Warden	Complete	Email	clare.warden@firstgroup.com		
8/26/2017 4:29:16 AM	First Transit, Inc.: Harry Siddall	Complete	Email	harry.siddall@firstgroup.com		
8/26/2017 4:29:13 AM	Fleet Products Stace Williams	Complete	Email	swilliams@fleetproductsfl.com	1 Small Business	
8/26/2017 4:29:23 AM	Florida Apparatus Services, Inc. William Hamady	Complete	Email	bill@1afstest.com		
8/26/2017 4:29:14 AM	Florida Minority Supplier Development Council (FMSDC): Nancy Lee	Complete	Email	nancylee@fmsdc.org		
8/26/2017 4:29:24 AM	Florida Utility Trailers, Inc.: Dennis Flockhart	Complete	Email	dflockhart@flutility.com		
8/26/2017 4:29:25 AM	florida wrecker sales: todd hediger	Complete	Email	todd@flwrecker.com		
8/26/2017 4:29:17 AM	Ford - Elder Ford of Tampa: Mike Hartnett	Complete	Email	mhartnett@elderautogroup.com		
8/26/2017 4:29:17 AM	Ford - Greenway Ford: Dennis Perkins	Complete	Email	dennisperkins@greenway.com		

8/26/2017 4:29:17 AM	Ford - Palmetto Truck Center: Charles Vetter	Complete	Email	ste99@msn.com		
8/26/2017 4:29:24 AM	Ford of Ocala Lincoln of Ocala: Wesley Mccubbin	Complete	Email	wmccubbin@dagmail.com		
8/26/2017 4:29:26 AM	Ford: Joe King	Complete	Email	king24@ford.com		
8/26/2017 4:29:27 AM	Ford: Joe Wolf	Complete	Email	wolf45@ford.com		
8/26/2017 4:29:26 AM	Ford: Mike Suchodolski	Complete	Email	msuchodo@ford.com		
8/26/2017 4:29:27 AM	Ford: Sean York	Complete	Email	syork10@ford.com		
8/26/2017 4:29:12 AM	Gator Ford Truck Sales: David Taylor	Complete	Email	dtaylor@gatorford.com		
8/26/2017 4:29:23 AM	General Motors: Don Findlay	Complete	Email	don.findlay@gm.com		
8/26/2017 4:29:11 AM	Glover Oil Company: Tim Marshall	Complete	Email	tim@gloveroil.com		
8/26/2017 4:29:18 AM	Heartland Industrial Equipment: Matthew Lowe	Complete	Email	heartlandindustrial@yahoo.com	1. Small Business	
8/26/2017 4:29:26 AM	Hillsborough County Sheriff's Department: Johnny Page	Complete	Email	page@hcso.tampa.fl.us		
8/26/2017 4:29:13 AM	Iwp- Interstate Wrapping Products: Ron Greenstein	Complete	Email	ron@iwpcatalog.com		
8/26/2017 4:29:13 AM	Janek Corp: Chris Apgar	Complete	Email	capgar@ejanek.com	1. Small Business	
8/26/2017 4:29:24 AM	JBF Brandon, Inc. Macco: Theresa Gibbs	Complete	Email	maccocollision2214@yahoo.com		
8/26/2017 4:29:08 AM	L & L Worldwide, LLC: Lee Stock	Complete	Email	lwwexp@bellsouth.net	1. Woman Owned	1. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:08 AM	L & L Worldwide, LLC: Lu Stock	Complete	Email	lwwexp@bellsouth.net	1. Woman Owned	1. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:23 AM	L6 Systems, Inc.: Richard Symanski	Complete	Email	richard.symanski@l6systems.com		
8/26/2017 4:29:22 AM	LANGSTONS GARAGE AND AUTO PARTS: JASON LANGSTON	Complete	Email	JASON@LANGSTONSAUTO.COM		
8/26/2017 4:29:19 AM	MaKiBy of Florida: Margaret Demmler	Complete	Email	makibypromotions@tampabay.rr.com		
8/26/2017 4:29:18 AM	Masters Transportation: Bob Tucker	Complete	Email	bobt@masterstransportation.com	1. Small Business	
8/26/2017 4:29:10 AM	Miller Bearings a division of Motion Industries, Inc.: Tim TEICHERT	Complete	Email	tim.teichert@motion-ind.com		
8/26/2017 4:29:10 AM	Municipal Equipment Company, LLC: Dale West	Complete	Email	municipalequip@mecofire.com		
8/26/2017 4:29:10 AM	Municipal Equipment Company, LLC: Inside sales	Complete	Email	insidesales@mecofire.com		
8/26/2017 4:29:16 AM	NAACP - Hillsborough County Branch: Gretchen Hunter	Complete	Email	samuelhunt@aol.com		
8/26/2017 4:29:19 AM	Original Equipment	Complete	Email	dabatteryman@bellsouth.net		

	Company: Darryl Miele					
8/26/2017 4:29:11 AM	Orlando Freightliner, Inc: Matt Dudley	Complete	Email	mdudley@orlandofreightliner.com	1. Small Business	
8/26/2017 4:29:24 AM	PACCAR: PACCAR PARTS	Complete	Email	PACCARPartsBidOpportunities@PACCAR.com		
8/26/2017 4:29:19 AM	Parts Depot Inc.: David Catchings	Complete	Email	dcatch8@verizon.net		
8/26/2017 4:29:23 AM	Pursuit Electronics: Tim Schemel, MECP, EVT	Complete	Email	tim@pursuitelectronics.com		
8/26/2017 4:29:13 AM	Rayside Truck & Trailer: Jason Kristian	Complete	Email	jasonk@rayside.com	1. Small Business	
8/26/2017 4:29:15 AM	RECHTIEN INTERNATIONAL TRUCKS: John Bradley	Complete	Email	bradley@rechtien.com		
8/26/2017 4:29:25 AM	Rush Truck Centers of Florida: Randy Watt	Complete	Email	wattr@rushenterprises.com		
8/26/2017 4:29:25 AM	Rush Truck Centers of Florida: Steve Bell	Complete	Email	bells@rushenterprises.com		
8/26/2017 4:29:21 AM	S&B Custom Trailers & Hitches,Inc.: James Symanski	Complete	Email	customtrailers@tampabay.rr.com		
8/26/2017 4:29:15 AM	Safety Products, Inc.: Debbie Stengel	Complete	Email	dstengel@spisafety.com		
8/26/2017 4:29:15 AM	Safety Products, Inc.: Karen Cornelius	Complete	Email	kc1@spisafety.com		
8/26/2017 4:29:14 AM	Safety Products, Inc.: Ted S.	Complete	Email	ts1@spisafety.com		
8/26/2017 4:29:09 AM	Safety Zone Specialists, Inc.: David Vespa	Complete	Email	david@safetyzonespecialists.com	1. Small Business	
8/26/2017 4:29:28 AM	Sarge's Emporium: James Caldwell	Complete	Email	sargesemporium@gmail.com		
8/26/2017 4:29:16 AM	Security Lock Systems of Tampa, Inc.: Ed Tess	Complete	Email	sc@securitylocksystems.com	1. Small Business 2. Woman Owned	1. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:16 AM	Security Lock Systems of Tampa, Inc.: Joe Wilson	Complete	Email	wilson@securitylocksystems.com	1. Small Business 2. Woman Owned	1. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:16 AM	Security Lock Systems of Tampa, Inc.: Rachel Vences	Complete	Email	rvences@securitylocksystems.com	1. Small Business 2. Woman Owned	1. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:16 AM	Security Lock Systems of Tampa, Inc.: Steve Bevilacqua	Complete	Email	sbevilacqua@securitylocksystems.com	1. Small Business 2. Woman Owned	1. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:27 AM	Sentry Upfitters LLC: Jeff Stone	Complete	Email	jeff.sentryupfitters@yahoo.com	1. Small Business 2. Veteran Owned	
8/26/2017 4:29:09 AM	Smith and Son's Sod Co Inc: Jason DeMartino	Complete	Email	jabak@isgroup.net	1 Woman Owned	1. Woman-Owned/Minority-Owned BE Certification

8/26/2017 4:29:14 AM	Southeast Power systems Inc.: Bryant King	Complete	Email	BKing@se-power.com		
8/26/2017 4:29:12 AM	Southeastern Emergency Equipment: Vertie Altmann	Complete	Email	vertie altmann@seequip.com	1. Small Business	
8/26/2017 4:29:22 AM	Sunstate Equipment & Marketing Inc Frank Woxman	Complete	Email	fgwoxman@verizon.net		
8/26/2017 4:29:27 AM	Surys: James Kipp	Complete	Email	jkipp@surys.com		
8/26/2017 4:29:12 AM	Tanks Direct: Paul Robertson	Complete	Email	paul@tanksdirect.com		
8/26/2017 4:29:18 AM	Terrell Industries: Grady Terrell	Complete	Email	gradyterrell3@gmail.com	1. African American Owned	1. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:17 AM	The Parts House: Richard Kilpatrick	Complete	Email	rkilpatrick@thepartshouse.com		
8/26/2017 4:29:20 AM	TINT ONE INC.: Gregory Lockhart	Complete	Email	tintonetampa@yahoo.com	1. African American Owned	1. Small/Local Business Enterprise Program 2. Woman-Owned/Minority-Owned BE Certification
8/26/2017 4:29:22 AM	Trail-EZE Trailers: Don Huber	Complete	Email	donhuber@traileze.com		
8/26/2017 4:29:14 AM	truck equipment sales, inc.: Bob Frey	Complete	Email	bob@truckequipmentsales.com	1. Small Business	
8/26/2017 4:29:09 AM	Vehicle Maintenance Program, Inc.: Penny Brooks	Complete	Email	sales@vmpparts.com	1. Small Business 2. Woman Owned	
8/26/2017 4:29:28 AM	Verslas Industrial Inc.: Edward Kezys	Complete	Email	ekezys@verslasind.com	1. Small Business	
8/26/2017 4:29:18 AM	Veterans Ford: Tom Browder	Complete	Email	tombrowder@hotmail.com		
8/26/2017 4:29:13 AM	Voss Lighting: Steve Sanderson	Complete	Email	ssanderson@vosslighting.com		
8/26/2017 4:29:08 AM	Walker Miller Equipment Company: David Curbow	Complete	Email	david@walkermiller.com	1. Small Business 2. Woman Owned	

Search Criteria

Member

Initial / Addendum [Initial]

Fax #

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Format for Printing [Yes]
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CITY OF TAMPA

Pam Iorio, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, Director of Purchasing

NOTICE OF INTENT TO AWARD

DATE: **September 27, 2017**

ITB/RFP Title: **LIGHT BARS & ACCESSORIES WITH INSTALLATION, SPEC. NO. 2-18**

ITB/RFP Number: **21092617**

Intent to Award Date: **October 4, 2017**

Please be advised that the City of Tampa, Director of Purchasing, with concurrence of the City of Tampa DPW/Fleet Maintenance Division Department staff have recommended the award of a contract for the above-referenced Bid/RFP to:

DANA SAFETY AND SUPPLY

This letter is not to be construed as the final award of the contract. Final award is subject to review, by the City of Tampa Purchasing Staff, for compliance with purchasing procedures, funding availability, insurance coverage, and legal sufficiency.

Gregory K. Spearman, CPPO

Gregory K. Spearman, CPPO, Director of Purchasing

306 E. Jackson Street, 2E • Tampa, Florida 33594 • (813) 274-8351 • FAX: (813) 274-8355

TampaGov
www.tampagov.net

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

Contract: FSA19-VEH17.0
Heavy Trucks and Equipment

Contract: FSA19-VEL27.0
Pursuit, Administrative and Other Vehicles

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Annette Grissom, FSA Cooperative Purchasing Program Coordinator II
E-mail: agrissom@flsheriffs.org
Phone: 850-877-2165 ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165 ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish a twelve (12) month contract with manufacturers and manufacturer's authorized vendors for the purchase of vehicles and equipment on a "no trade-in basis".

1.03 TERM OF CONTRACT

This contract shall remain in effect for one (1) year from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04.

The term of contract begins October 1, 2019 and ends September 30, 2020.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2017-18, eligible users purchased approximately 8,330 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their

performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administeres the Invitation to bid and contract administration functions for this contract.

e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

f. Factory: Refers to the manufacturer produced products.

g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.

h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
    2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
    3. Manufacturer's Annual U.S. Price Book
    4. Manufacturer's official website

k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.

l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.

m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.

o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.

q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.

r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.26, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.26, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days

confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her 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 vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and

- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage.

The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at it's sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at it's sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract, or who have previously had their participation limited by the FSA, must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet number: By providing this number, the bidder agrees and authorizes FSA to obtain their financial information/reports from these entities
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five days after public bid opening. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ***all*** standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the VendorLink bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the price sheets or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.07 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.09 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.10 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.11 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA19-VEH 17.0 **only,**
    - Manufacturer Authorization Forms are **not** required for Contract FSA19-VEL27.0.
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01

The qualification forms are located on the bid system.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

2.13 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory must be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

> *Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.*

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will receive option information from bidders through a predefined Excel file upload. The information required for the bid submission of the options include:

- Item number (FSA specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for specification or item number bid. Therefore, any bidders that do not indicate the correct item number that corresponds to the correct option code, price and description will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the Description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser. The bid system will not allow for negative numbers, and any option upload with negative numbers will not be accepted.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufacturered with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.15 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on VendorLink bid system, which is located at https://www.myvendorlink.com. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in Vendorlink, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- $.01-.49 will be rounded down to the prior dollar bid (e.g. $50.49 = $50)
- $.50-.99 will be rounded to the next dollar (e.g. $50.50 =$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through VendorLink for the applicable bid.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
5. Bids must be input into the standardized format in VendorLink.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.

7. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Completed pricing sheet
    - Pricing sheet must be downloaded from VendorLink, completed, and uploaded back into VendorLink. Modifications to the format of the predefined Excel spreadsheet are prohibited, and will cause the bid to be rejected.
- Build sheet for each item bid
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be complied into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing, See Section 2.13
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable
- Emergency Vehicle Technician Certifications, if applicable
- Service Standard Plan, Section 2.02, if applicable
- Any requested equivalents, Section 2.09, or exceptions, Section 2.07

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.16 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

2.17 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.18 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.19 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.20 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and if they have provided all the required information.

2.21 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.22 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;

- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.23 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second lowest bidder by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.24 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle or equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

Prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, or in the event of material changes in tariffs that result in cost increases of 15% or more.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

For any vendor-initiated adjustment to commence on the first day of the renewed contract term, the vendor's request or adjustment should be submitted one hundred and twenty (120) days prior to expiration of the then current contract. The vendor adjustment request must clearly substantiate the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 DISCOUNTS

Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

3.08 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

3.09 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.10 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.11 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.12 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and Budget Police Vehicle Evaluation Program
https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook

639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:
https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf

Motorcycles:
https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.13 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.14 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.15 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.16 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.17 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.18 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.19 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

3.20 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasingagency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. The Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.21 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.22 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.23 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.24 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) working days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.25 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.26 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.27 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the following examples:

Examples:

County = Florida County, County of PO 12345	*ABC County BCC PO 12345.pdf*
City = Florida City, City of PO 12345	*ABC City PO 12345.pdf*
Sheriff = Sheriff Office of PO 12345	*ABC Sheriff PO 12345.pdf*
Education = Institution Name PO 12345	*ABC County College PO 12345.pdf*

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders will be returned to the reporting vendor for correction of deficiencies.

All quarterly reports are to be sent to REPORTS@flsheriffs.org.

Quarterly reports must be complete with the name of the vendor. For example, "Best Vendor" in the document header. Do not indicate the quarter on the top of the report. Do not include purchase orders with quarterly reports. The template of a quarterly report is located in Appendix D.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a vendor has no sales within a quarter, the vendor is required to submit a quarterly report, mark the box on the green line and indicate "NO SALES THIS QUARTER" on the report.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a

change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.28 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.29 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and quarterly reports will incur liquidated damages in the amount of $25 for

each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 days can result in FSA, at it's sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Appendix A

Florida Sheriffs Association Cooperative Purchasing Program Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

_____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

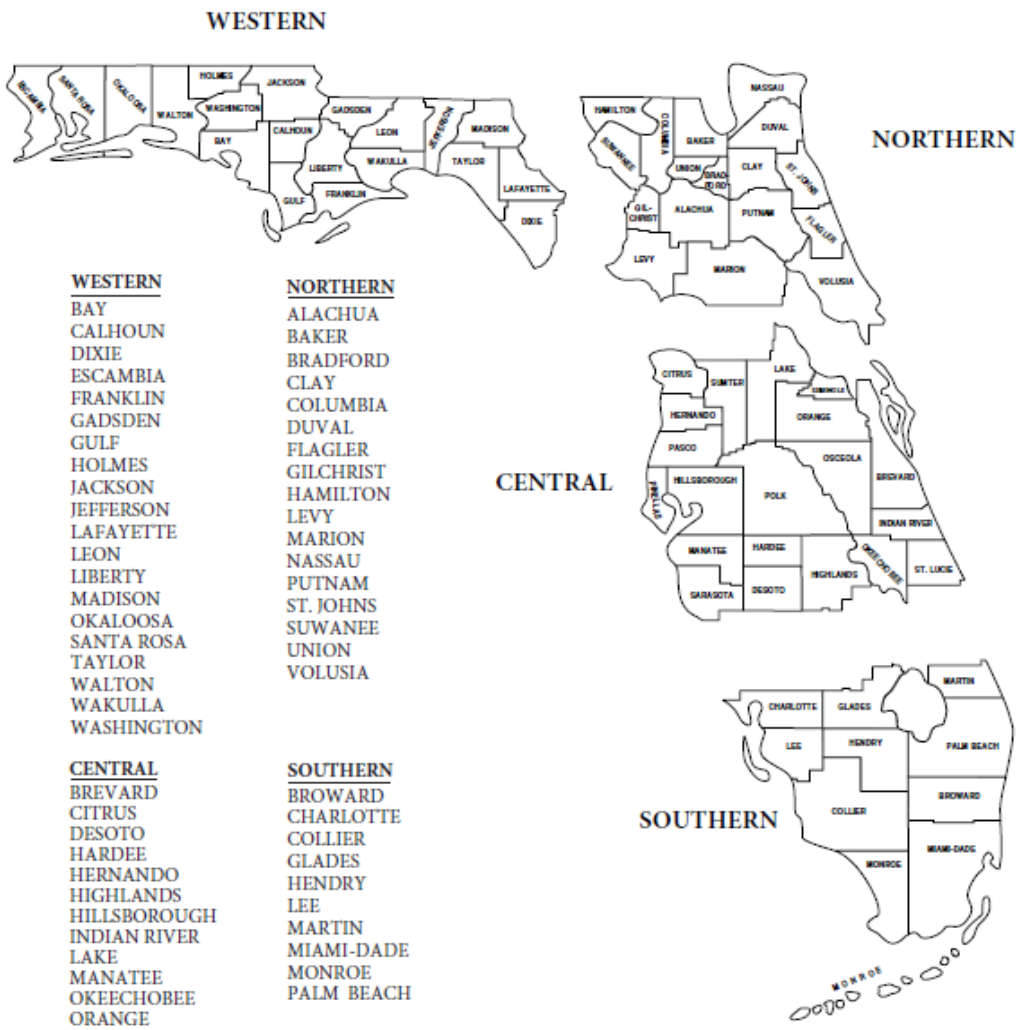
Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

Appendix B

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix C

CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

_____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

Appendix D

[INSERT DEALERSHIP NAME HERE]
QUARTERLY WORKBOOK for BID #FSAXX-XXXXXXX
Contract Term: Oct. 1, 20XX thru September 30, 20XX
CONTRACT NAME

October 1 - December 31 \ 1st Quarter								Zero Activity/Payment ☐ Check Box		
Purchaser Name	PO #	PO Date	Spec. #	Vehicle Type	Quantity	Estimated Delivery Date	Final Delivery Date	Total PO Amount	FSA Admin. Fee	Date Paid
									$ -	
									$ -	
									$ -	
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Page Total								$ -	$ -	

Fees and reports are due no later than the 15th of the month following quarter end.

Appendix E

Bid Calendar

FSA19-VEL27.0 Pursuit, Administrative and Other Vehicles
FSA19-VEH17.0 Heavy Trucks and Equipment
Contract Period: October 1, 2019 – September 30, 2020

CALENDAR ITEM	DATE
Bid Announcement	5/13/19 & 5/28/19
Voluntary Workshop – 10:30 AM EDT Contract FSA19-VEL27.0	6/20/19
Voluntary Workshop – 2:00 PM EDT Contract FSA19-VEH17.0	6/20/19
Mandatory Pre-Bid Meeting for Contract FSA19-VEL27.0	7/9/19
Mandatory Pre-Bid Meeting for Contract FSA19-VEH17.0	7/10/19
Request for Clarifications Due – 5:00 PM EDT	8/2/19
Mandatory Qualifying Documents Submission – 5:00 PM EDT	8/2/19
FSA Response to Request for Clarifications	8/9/19
Cone of Silence	8/9/19 – 10/1/19
Bid System Open	8/9/19
Bid Submissions Due	9/3/19
Public Bid Opening – 10:00 AM EDT	9/4/19
Fleet Advisory Committee Bid Review	9/9/19 – 9/12/19
Intent to Award Posted	9/13/19
Final Bid Award	10/1/19

Workshop Instructions: Voluntary workshops are via teleconference. To participate, call-in on the designated date and times in the calendar for the contract of interest.
Dial-in # 1-800-920-7487
Participant # 6849541#

Pre-Bid Meeting Location: Falkenberg Road Jail Assembly Room
520 North Faulkenberg Road
Tampa, FL 33613

Pre-Bid Meeting Itinerary: FSA19-VEL27.0 Pursuit, Administrative & Other Vehicles
July 9, 2019
9:00 AM – 4:00 PM EDT

FSA19-VEH17.0 Heavy Trucks and Equipment
July 10, 2019
9:00 AM – 4:00 PM EDT



City of Cocoa

Specification # 239

Unit Description Ford Interceptor Utility AWD, K8A

Prepared for:	Prepared by:
10/4/2019	***Garber Ford Inc***
City of Cocoa	Todd Brandt
Attn: Tony Jones	*(904) 264-2442 ext.2348 FAX: (904) 284-0054*
321.355.8926	*3380 Hwy 17 Green Cove Springs, FL 32043*
tjones@cocoafl.org	tbrandt@garberautomall.com



Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA19-VEL 27.0, expiring September 30th, 2020 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price
K8A	2020 FORD INTERCEPTOR UTILITY AWD, K8A	$35,278.00

Codes	Optional Equipment	Unit Price	Net Price
500A	PREFERRED PACKAGE	0	$0.00
99W	3.3L V6 HYBRID ENGINE	0	$0.00
44B	10-SPEED AUTOMATIC TRANSMISSION	0	$0.00
UM	SOLID EXTERIOR PAINT: AGATE BLACK	0	$0.00
87R	REAR VIEW CAMERA DISPLAYED IN MIRROR: INCLUDED	0	$0.00
86P	PREDRILLED HOLE IN HEADLAMP	0	$0.00
86T	PREDRILLED HOLE IN TAILLAMP	59	$59.00
SPTL	HALOGEN SPOTLIGHT INCLUDED	0	$0.00
LEDSPOT	UPGRADE LEFT HAND SPOTLIGHT TO LED	0	$183.00
55F	KEYLESS ENTRY IS STANDARD: 4 KEYS/FOBS ARE INCLUDED	0	$0.00
43D	DARK CAR: COURTESY LAMP DISABLED	24	$24.00
60A	GRILLE PRE-WIRING FOR LIGHTS SIREN AND SPEAKER	49	$49.00
	BLUE TOOTH IS STANDARD	0	$0.00
		0	$0.00
		0	$0.00
		0	$0.00
		0	$0.00
		0	$0.00
		0	$0.00
		0	$0.00
	PLEASE NOTE: GARBER HAS A FULL EVT SHOP FOR YOUR EMERGENCY LIGHTING	0	$0.00
	NEEDS.	0	$0.00
		0	$0.00
		0	$0.00
		0	$0.00
		0	$0.00
		0	$0.00
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 35,593.00***

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302368-C
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLEET MAINTENANCE 301 SHEARER BOULEVARD ATT: : P/O# COCOA, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** 321-433-8766 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	PPAY & ADD TO INVOICE	2020 PATROL EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	EMPS2STS4E SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/WHITE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $183.00 EACH 40% OFF $109.80 CONTRACT MOUNTED IN FRONT CORNERS OF HEAD LIGHTS IN CUT OUTS PROVIDED	88.2000	882.00
5	5	Y	ENFTCDXS1206 SOI NFORCE 6 MOD EXT. TRAFFIC CONTROLLER - DUAL COLOR Warehouse: ORLAN Vin #: ** SEE ATTACHED CONFIGURATION FORM** 6 MODULE EXTERIOR TRAFFIC CONTROLLER 12 LEDS PER DUAL COLOR HEAD COLORS: AMBER, BLUE, RED, WHITE MOUNTING BRACKETS INCLUDED. ********** SOUNDOFF LIST PRICE $1088.00 40% OFF $652.80 CONTRACT BLUE AND WHITE WITH WHITE TAJE DOWN OVER RIDE	513.2000	2,566.00
10	10	Y	ETSS100BKFV-FR SOI ETSS100N SPEAKER MOUNTING BRACKET 2013+ PI UTILITY Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $36.00 40% OFF $21.60 CONTRACT	17.5000	175.00

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Printed By: JEFF BOEBINGER

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302368-C
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLEET MAINTENANCE 301 SHEARER BOULEVARD ATT: : P/O# COCOA, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** 321-433-8766 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	PPAY & ADD TO INVOICE	2020 PATROL EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	ETSS100N SOI SERIES 100N SPEAKER Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $301.00 40% OFF $180.60 CONTRACT MOUNTED IN LOWER FRONT GRILL SIDE BY SIDE BEHIND GRILL, NOT IN CORNERS ONF INNER FENDERS FOR DUAL TONE SIREN AND BETTER OUTPUT.	142.0000	1,420.00
5	5	Y	ENGSA07152 SOI BLUEPRINT 200 WATT DUAL TONE SIREN AMP Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $673.00 40% OFF $417.26	355.7400	1,778.70
5	5	Y	ENGCP18001 SOI BLUEPRINT CONTROL PANEL W/ BAIL BRACKET Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $285.00 40% OFF, CONTRACT $171.00	138.2000	691.00
5	5	Y	EMPLBSS153 SOI MPOWER TRI-COLOR LIGHTBAR 2020 MODEL Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $4822.00 40% OFF $ 2893.20	1,485.0000	7,425.00
10	10	Y	ENL160J SOI 60" NLINE RUNNING LIGHT RED/BLUE Warehouse: ORLAN Vin #: BLUE AND RED 60" ENLINES SOUNDOFF LIST $625.00 EACH 40% OFF $375.00 EACH	302.0000	3,020.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302368-C
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Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** 321-433-8766 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	PPAY & ADD TO INVOICE	2020 PATROL EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	Y	7170-0734-02 GJ VS CONSOLE PKG 2020+ FORD PIUT Warehouse: ORLAN Vin #: PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, PRINTER ARMREST, AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1- 1- 1- ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION **********	603.0000	3,015.00
5	5	Y	7160-0220 GJ MONGOOSE 9 LOCKING SLIDE ARM W/TILT SWIVEL Warehouse: ORLAN Vin #: MOUNTS TO POST OR TO FLAT SURFACE(DASH, DOGHOUSE, OR CONSOLE) ********** *** GAMBER JOHNSON LIST PRICE $354.00 30% OFF $254.88	180.0000	900.00
5	5	Y	OP-5302-USB BROOKINGS 3 12 VOLT POWER POINT Warehouse: ORLAN Vin #: BROOKING LIST PRICE $62.00 30% OFF LIST = $43.40	36.5000	182.50

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302368-C
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLEET MAINTENANCE 301 SHEARER BOULEVARD ATT: : P/O# COCOA, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** 321-433-8766 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	PPAY & ADD TO INVOICE	2020 PATROL EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	Y	PK0602ITU20SCA SMC #10VS C RP UNCOATED PARTITION 2020 EXP Warehouse: ORLAN Vin #:	638.0000	3,190.00
5	5	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020 EXPL Warehouse: ORLAN Vin #:	164.1000	820.50
5	5	Y	QK0566ITU20 SMC OEM REPLACMENT PRISONER SEAT W/ 12 VS CARO Warehouse: ORLAN Vin #: 2020 PIUT OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12VS POLY Cargo Partition **********	954.0000	4,770.00
5	5	Y	WK0040ITU20 SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020 Warehouse: ORLAN Vin #:	259.1000	1,295.50
5	5	Y	7160-0432 Gamber Johnson Face Face Plate Warehouse: ORLAN Vin #: INCLUDED IN CONSOLE	19.0000	95.00
5	5	Y	7160-0826 GAMBE Adjustable Mic Clip Warehouse: ORLAN Vin #: INCLUDED IN CONSOLE	20.4300	102.15

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302368-C
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLEET MAINTENANCE 301 SHEARER BOULEVARD ATT: : P/O# COCOA, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** 321-433-8766 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	PPAY & ADD TO INVOICE	2020 PATROL EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	ENFDGS3BW SOI DUAL NFORCE DECK/GRILL 12 LED LT BLUE/WHITE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $421.00 40% OFF CONTRACT $261.02 MOUNTED IN REAR CARGO WINDOWS ON EACH SIDE.	189.2000	1,892.00
10	10	Y	EMPS2STS4E SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/WHITE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $183.00 40% OFF CONTRACT $109.80 MOUNTED UNDER TRIM PANEL ABOVE LICENSE PLATE AT REAR.	88.2000	882.00
10	10	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $12.00 40% OFF CONTRACT $7.20	6.8000	68.00
10	10	Y	EMPS1STS1B SOI MPOWER FASCIA 3" 4-LED STUD MNT BLUE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $175.00 40% OFF CONTRACT	65.0000	650.00
5	5	Y	ENGCC01241 SOI BLUEPRINT CENTRAL CONTROLLER Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $637.00 40% OFF CONTRACT $382.20	322.0000	1,610.00

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302368-C
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	PPAY & ADD TO INVOICE	2020 PATROL EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	Y	ENGHNK01 SOI BLUEPRINT CENTRAL CONTROLLER HARNESS KIT Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $73.00 40% CONTRACT $43.80	35.8000	179.00
10	10	Y	ENGND04101 SOI BLUEPRINT REMOTE NODE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $358.00 40% OFF CONTRACT $214.80	184.6000	1,846.00
10	10	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $68.00 40% OFF CONTRACT $40.80	32.4000	324.00
5	5	Y	ENGLNK001 SOI BLUEPRINT LINK FOR 2020 EXPLORER Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $492.00 40% OFF CONTRACT $295.20	238.0000	1,190.00
5	5	Y	ENFWBRFF03 SOI FORD EXPLORER/PI UTILITY 2020 SOLID REAR Warehouse: ORLAN Vin #: SEE ATTACHED FOR SPECIFICATIONS ALL BLUE WITH AMBER OVERRIDE TRAFFIC DIRECTOR SOUNDOFF LIST PRICE $1315.00 40% OFF CONTRACT $	589.0000	2,945.00

Print Date	10/11/19
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Printed By: JEFF BOEBINGER

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302368-C
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLEET MAINTENANCE 301 SHEARER BOULEVARD ATT: : P/O# COCOA, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** 321-433-8766 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	PPAY & ADD TO INVOICE	2020 PATROL EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	Y	C-TTP-INUT-1200 HAVIS FORD PIU REAR CARGO LP FOLD UP TRAY Warehouse: ORLAN Vin #: Ford 2020 Police Interceptor Utility Low-Profile Fold-Up Cargo Plate C-TTP-INUT-1200 Fold up cargo plateFor top-mounting storage box: Replaces OEM rear cargo floor / spare tire cover and attaches without drilling holes Allows easy access and removal of full size spare tire 80 lb maximum weight rating for equipment that is bolted to the underside of platform; 400 lb. weight carrying capacity for cargo stored on top of the platform when closed 14-gauge formed steel with a black medium texture powder coat finish Works with Havis K9 units Includes: Two 200 lbs lift struts for assistance in opening or closing Dual locking latches Made in the USA CITY OF TAMPA LIGHTBARS AND ACCESSORIES WITH INSTALL CONTRACT 2-18 2017-975 PER CITY OF COCOA PD SPEC FOR 2020-2021 PATROL EXPLORER. ALL PIECES FOR 2020 FORS EXPLORER PIU **Approved By:** _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**	450.8900	2,254.45

Print Date	10/11/19
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Printed By: JEFF BOEBINGER

Subtotal	46,168.80
Freight	0.00
Order Total	46,168.80

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302368-C
Customer No.	COCOA

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CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLEET MAINTENANCE 301 SHEARER BOULEVARD ATT: : P/O# COCOA, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** 321-433-8766 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	PPAY & ADD TO INVOICE	2020 PATROL EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price

Print Date	10/11/19
Print Time	08:51:12 AM
Page No.	1

Printed By: JEFF BOEBINGER

Subtotal	46,168.80
Freight	0.00
Order Total	46,168.80

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302369-C
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	DSS ORLANDO 4832 N. OBT ORLANDO, FL 32810 USA
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** INSTALL SHOP **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	FOB	SGT 2020 EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPS2STS4E SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/WHITE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $183.00 EACH 40% OFF $109.80 CONTRACT MOUNTED IN FRONT CORNERS OF HEAD LIGHTS IN CUT OUTS PROVIDED	88.2000	176.40
1	1	Y	ENFTCDXS1206 SOI NFORCE 6 MOD EXT. TRAFFIC CONTROLLER - DUAL COLOR Warehouse: ORLAN Vin #: ** SEE ATTACHED CONFIGURATION FORM** 6 MODULE EXTERIOR TRAFFIC CONTROLLER 12 LEDS PER DUAL COLOR HEAD COLORS: AMBER, BLUE, RED, WHITE MOUNTING BRACKETS INCLUDED. ********** SOUNDOFF LIST PRICE $1088.00 40% OFF $652.80 CONTRACT BLUE AND WHITE WITH WHITE TAJE DOWN OVER RIDE	513.2000	513.20
2	2	Y	ETSS100BKFV-FR SOI ETSS100N SPEAKER MOUNTING BRACKET 2013+ PI UTILITY Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $36.00 40% OFF $21.60 CONTRACT	17.5000	35.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302369-C
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	DSS ORLANDO 4832 N. OBT ORLANDO, FL 32810 USA
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** INSTALL SHOP **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	FOB	SGT 2020 EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ETSS100N SOI SERIES 100N SPEAKER Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $301.00 40% OFF $180.60 CONTRACT MOUNTED IN LOWER FRONT GRILL SIDE BY SIDE BEHIND GRILL, NOT IN CORNERS ONF INNER FENDERS FOR DUAL TONE SIREN AND BETTER OUTPUT.	142.0000	284.00
1	1	Y	ENGSA07152 SOI BLUEPRINT 200 WATT DUAL TONE SIREN AMP Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $673.00 40% OFF $417.26	355.7400	355.74
1	1	Y	ENGCP18001 SOI BLUEPRINT CONTROL PANEL W/ BAIL BRACKET Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $285.00 40% OFF, CONTRACT $171.00	138.2000	138.20
1	1	Y	EMPLBSS153 SOI MPOWER TRI-COLOR LIGHTBAR Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $4822.00 40% OFF $ 2893.20	1,485.0000	1,485.00
2	2	Y	ENL160J SOI 60" NLINE RUNNING LIGHT RED/BLUE Warehouse: ORLAN Vin #: BLUE AND RED 60" ENLINES SOUNDOFF LIST $625.00 EACH 40% OFF $375.00 EACH	302.0000	604.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302369-C
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	DSS ORLANDO 4832 N. OBT ORLANDO, FL 32810 USA
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** INSTALL SHOP **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	FOB	SGT 2020 EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	7170-0734-02 GJ VS CONSOLE PKG 2020+ FORD PIUT Warehouse: ORLAN Vin #: PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, PRINTER ARMREST, AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1- 1- 1- ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION **********	603.0000	603.00
1	1	Y	7160-0220 GJ MONGOOSE 9 LOCKING SLIDE ARM W/TILT SWIVEL Warehouse: ORLAN Vin #: MOUNTS TO POST OR TO FLAT SURFACE(DASH, DOGHOUSE, OR CONSOLE) ********** *** GAMBER JOHNSON LIST PRICE $354.00 30% OFF $254.88	180.0000	180.00
1	1	Y	OP-5302-USB BROOKINGS 3 12 VOLT POWER POINT Warehouse: ORLAN Vin #: BROOKING LIST PRICE $62.00 30% OFF LIST = $43.40	36.5000	36.50

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302369-C
Customer No.	COCOA

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CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	DSS ORLANDO 4832 N. OBT ORLANDO, FL 32810 USA
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** INSTALL SHOP **Telephone:** **E-mail:**

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08/26/19	GROUND	FOB	SGT 2020 EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	WK0040ITU20 SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020 Warehouse: ORLAN Vin #:	259.1000	259.10
1	1	Y	PK0123ITU202ND SMC 12-VS EXP MTL CARGO BARRIER 2020+ FORD PIUT Warehouse: ORLAN Vin #:	336.7500	336.75
1	1	Y	7160-0432 Gamber Johnson Face Face Plate Warehouse: ORLAN Vin #: INCLUDED IN CONSOLE	19.0000	19.00
6	6	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: ORLAN Vin #:	31.0000	186.00
1	1	Y	7160-0826 GAMBE Adjustable Mic Clip Warehouse: ORLAN Vin #: INCLUDED IN CONSOLE	20.4300	20.43
2	2	Y	ENFDGS3BW SOI DUAL NFORCE DECK/GRILL 12 LED LT BLUE/WHITE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $421.00 40% OFF CONTRACT $261.02 MOUNTED IN REAR CARGO WINDOWS ON EACH SIDE.	189.2000	378.40

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302369-C
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Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** INSTALL SHOP **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	FOB	SGT 2020 EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPS2STS4E SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/WHITE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $183.00 40% OFF CONTRACT $109.80 MOUNTED UNDER TRIM PANEL ABOVE LICENSE PLATE AT REAR.	88.2000	176.40
2	2	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $12.00 40% OFF CONTRACT $7.20	6.8000	13.60
2	2	Y	EMPS1STS1B SOI MPOWER FASCIA 3" 4-LED STUD MNT BLUE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $175.00 40% OFF CONTRACT	65.0000	130.00
1	1	Y	ENGCC01241 SOI BLUEPRINT CENTRAL CONTROLLER Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $637.00 40% OFF CONTRACT $382.20	322.0000	322.00
1	1	Y	ENGHNK01 SOI BLUEPRINT CENTRAL CONTROLLER HARNESS KIT Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $73.00 40% CONTRACT $43.80	35.8000	35.80

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302369-C
Customer No.	COCOA

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Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** INSTALL SHOP **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	FOB	SGT 2020 EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENGND04101 SOI BLUEPRINT REMOTE NODE Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $358.00 40% OFF CONTRACT $214.80	184.6000	369.20
2	2	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $68.00 40% OFF CONTRACT $40.80	32.4000	64.80
1	1	Y	ENGLNK001 SOI BLUEPRINT LINK FOR 2020 EXPLORER PIU Warehouse: ORLAN Vin #: SOUNDOFF LIST PRICE $492.00 40% OFF CONTRACT $295.20	238.0000	238.00
1	1	Y	ENFWBRFF03 SOI FORD EXPLORER/PI UTILITY 2020 EXPLORER Warehouse: ORLAN Vin #: SEE ATTACHED FOR SPECIFICATIONS ALL BLUE WITH AMBER OVERRIDE TRAFFIC DIRECTOR SOUNDOFF LIST PRICE $1315.00 40% OFF CONTRACT $	589.0000	589.00

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Sales Quote

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	302369-C
Customer No.	COCOA

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Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** INSTALL SHOP **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/26/19	GROUND	FOB	SGT 2020 EXPL	NET 30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-TTP-INUT-1200 HAVIS FORD PIU REAR CARGO LP FOLD UP TRAY Warehouse: ORLAN Vin #: Ford 2020 Police Interceptor Utility Low-Profile Fold-Up Cargo Plate C-TTP-INUT-1200 Fold up cargo plateFor top-mounting storage box: Replaces OEM rear cargo floor / spare tire cover and attaches without drilling holes Allows easy access and removal of full size spare tire 80 lb maximum weight rating for equipment that is bolted to the underside of platform; 400 lb. weight carrying capacity for cargo stored on top of the platform when closed 14-gauge formed steel with a black medium texture powder coat finish Works with Havis K9 units Includes: Two 200 lbs lift struts for assistance in opening or closing Dual locking latches Made in the USA CITY OF TAMPA LIGHTBARS AND ACCESSORIES WITH INSTALL CONTRACT 2-18 2017-975 PER CITY OF COCOA PD SPEC FOR 2020-2021 SGT EXPLORER. **Approved By:** _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**	450.9600	450.96

Print Date	10/11/19
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Subtotal	8,000.48
Freight	0.00
Order Total	8,000.48

City of Tampa
Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, CPPO, Director
306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351
Fax: (813) 274-8355

October 7, 2019

Mr. Mark Sevigny
Dana Safety Supply, Inc.
3810 A West Osborne Avenue
Tampa, FL 33614

SUBJECT: Bid Number: 21092617

Opening Date: Renewal

Service: **Light Bars and Accessories with Installation, Spec No. 2-18**

Per resolution # 2019-757, your bid award renewal has been accepted on referenced service. The award is for a one-year period from **November 16, 2019.** Please note, this is a Hillsborough County GPC award. GPC members may purchase off this bid based on each entity's individual preference. Estimated annual expenditure is $950,000.00.

All City orders shall be placed through purchase orders or by City authorized Visa Card. Invoices submitted to City departments should include unit prices which match the prices indicated in your proposal.

If you should have any questions, please feel free to call me at (813) 274-8832.

Sincerely,

Blake Leonard

Blake Leonard, CPPB
Senior Procurement Analyst

cc: bid file
Leigh Ann Smith
Felix Bello

RESOLUTION NO. 2019-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of November , 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7869445&GUID=2F88C316-25B1-4EF6-B07A-D07F8C9A09E1* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	19-504	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/11/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa FY 2020 Proposal.pdf RENEWAL_LETTER.docx.pdf Renewal Letter to Apr 2019.pdf Contract between City of Palm Coast and CCI.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 11, 2019
Agenda Date: November 13, 2019
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106

BACKGROUND:

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018. This contract may be renewed annually at the City of Palm Coast's discretion, for a maximum of two (2) additional years.

On January 16, 2018, the City of Palm Coast renewed its contract with CCI for one year until April 27, 2019.

On February 4, 2019, the contract with the City of Palm Coast was extended for its second and final optional one (1) year renewal until April 27, 2020.

The City of Cocoa supplies water to customers in its service area from both ground and surface

water sources. The surface water source consists of the Taylor Creek Reservoir. The ground water sources consist of the Intermediate and Upper Floridan Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells. In summary, the 58 wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate Aquifer
2. Moderate yield, open-hole wells completed into the Upper Floridan Aquifer
3. High yield, open-hole wells completed into the Upper Floridan Aquifer
4. Aquifer Storage and Recovery (ASR) wells

Public Water System (PWS) wells at Cocoa are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St John's River Water Management District (SJRWMD) in November 2003. As with all public water supply wells and wellfields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition and CIUP/water allocation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

City staff desired to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable wellfield capacity.

The scope of work in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on PWS wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the fiscal year as needed. The primary and typical services proposed include the following:

- Public Water Supply Evaluations for T-wells & Upper Floridan Aquifer wells
- Well Modification/Rehabilitation (specific wells to be determined)
- Pump Repairs/Replacement (as needed)
- Debris Removal (specific well to be determined)
- Instrumentation Installation
- Bypass Valve and Piping Work for Wells (wells TBD)
- Monitoring Well C Initial Abandonment

City staff recommends approval of this proposal for hydrogeological services for wellfield evaluation and rehabilitation services.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$250,000
Account Number	421-4020-536.46-00, WS1106

Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On February 4, 2019, the contract with the City of Palm Coast was extended for its second and final optional one (1) year renewal until April 27, 2020.

RECOMMENDED MOTION:

To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, FL, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106.

Central Florida Office
261 N. Lakeview Drive
Lake Helen, FL 32744
Office: 386-473-7766
Email: drobertson@cciwater.com

Water Resource Consultants

September 20, 2019

David Fisher
Superintendent
Dyal Water Treatment Plant
351 Shearer Blvd., Cocoa, FL 32922

Re: Fiscal Year 2020 Proposal
Wellfield Evaluation and Rehabilitation Services
City of Cocoa, Florida

Dear Mr. Fisher,

Connect Consulting, Inc. (CCI) is pleased to submit our proposal to assist the City of Cocoa (City) with the hydrogeologic evaluation, rehabilitation/repair and upgrade of selected Public Water Supply (PWS) wells in the City's well field. This project is designed to restore the yield of existing wells and increase the reliability of the well field to meet the current and future water demand. These services are a continuation of services provided to the City by CCI beginning in 2011. Specific tasks in this proposal have been developed with input and discussions with City staff.

Discussion

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridan aquifers (UFA). Ground water is developed from a series of 49 wells, the first of which were constructed in the 1950's and are still in service today. In summary, the wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer Storage and Recovery (ASR) wells

The city of Cocoa's wells at are permitted under the City's Consumptive Use Permit (CUP) (No. 50245) issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all wells and well fields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping

costs, power and remote operation issues, periodic evaluation and rehabilitation/repair or replacement of existing wells is cost effective in extending a well's life cycle.

Based on discussions with the City's water utility staff, the City wants to continue to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to maintain, restore, and enhance the reliable, firm well field capacity.

Previous Work Completed

A summary of previous work completed by fiscal year is shown below:

2012

- Evaluation and Rehabilitation of T-Wells 2T, 3T, 5T, 6T, 7T, 8T, 9T, 10T, 11T, 12T, 13T, 14T, 15T, and 16T

2013

- Evaluation and Rehabilitation of the seven (7) Martin wells 38 - 43
- Evaluation of wells 14, 15, and 22

2014

- Evaluation of wells 1T, 4T, 7A, 17, and 20
- Conducted rehabilitation on well 1T
- Rehabilitation and modification of well 7A
- Limited rehabilitation of wells 17 and 20
- Replacement of pumps in wells 17 and 20
- Evaluation and pump installation in well 24

2015

- Evaluation of well 18
- Pump repairs and/or replacement on wells 18, 20, 24, and 25
- Rehabilitation of wells 18 and 24
- Remove and re-install the submersible well pumps in 11 of the 14 T-wells currently in service to document the specific pump and motors in each of the wells

2016

- Evaluation of wells 12A and 16
- Pump and piping repairs to wells 2T, 3T, 12T, 12A, 39, and 41
- Conducted a valve replacement program on wells 20, 22, 23, 24, and 25
- Evaluation of ASR wells, R-2 and R-10
- Conducted wellhead and pump service work on ASR wells R-8 and R-9
- Conducted a complete round of water quality sampling and analysis on 46 of 49 wells as part of an overall evaluation of the well field water quality, primarily associated with increasing salinity and chloride levels in the UFA wells

North Florida Office · 19505 N.W. 184th Terrace · High Springs, Florida 32643
Central Florida Office · 261 N. Lakeview Drive · Lake Helen, Florida 32744
South Florida Office· 1907 Commerce Lane, Ste. 104 · Jupiter, Florida 33458

2017

- Evaluation of wells 19 and 21
- Conducted pump repairs and/or replacement on wells 6T, 19, and 21
- Conducted well rehabilitation on well 19
- Furnished pressure transducers for 15 wells
- Continuation of the valve replacement/wellhead upgrade program started in 2016, including work on wells 6T, 14, 17, 19, 22, and 25

2018

- Evaluation of wells 1, 3, 7T, 21, and ASR well R-1
- Conducted pump repairs and/or replacement on wells 1, 3, 7T, 10T, 12T, 15T, and 21
- Conducted well modification and rehabilitation on well 21
- Performed repairs to USGS monitoring well Cocoa B

2019

- Evaluation of wells 4A1, 23, and 25
- Conducted pump repair/replacement on wells 4A1, 23, 25, and 40
- Completed a well modification and chemical rehabilitation of well 23

Approach and Scope of Work

The scope of work included in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the FY as needed. The primary and typical services that we propose to conduct include the following:

Evaluation of Public Water Supply Wells

CCI has completed hydrogeologic evaluations on 41 out of 49 wells since 2011. CCI proposes to conduct updated evaluations on the screen and gravel pack wells known as the “T-wells” that are completed into the intermediate aquifer. In addition, evaluations will be conducted on any of the UFA wells on an as-needed basis to provide performance and water quality data that can be used to assess the need for potential well rehabilitation and/or modification. Access to some of these wells requires the removal of the metal roofing assembly. This will require a crane to remove the roof and also the well pump. In general, the evaluations will be conducted by setting a test pump and conducting static and pumped geophysical logs/TV survey. A specific capacity pumping test with field water quality sampling will be conducted at the same time.

The specific tasks include:

1. Remove and field inspect the pump, motor, and column.
2. Conduct an evaluation of each well, including:

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a. Conduct static geophysical logs, including: caliper, electric (long and short normal resistance and self-potential), gamma ray, fluid resistivity, fluid temperature, and fluid velocity.
b. Conduct dynamic (pumped) geophysical logs, including: fluid resistivity, fluid temperature, and fluid velocity.
c. Conduct static and dynamic borehole video surveys of each well.
d. Conduct a specific capacity pumping test on each well.

3. Perform pump repairs and or replacement (as needed and based on level of repair/available budget).
4. Re-install, adjust, flow-test the pump, and disinfect the well.
5. Provide a summary memorandum of the results of the well evaluations and develop proposed recommendations for further work.

Well Pump Evaluation, Repair, and Replacement

CCI will provide as-needed pump and motor service work on wells. This may be in connection with the proposed well evaluations or as standalone tasks. The specific tasks associated with pump evaluation, repair, and/or replacement include:

1. Remove and field inspect the pump, motor, and column.
2. Perform pump repairs and or replacement (as needed and based on level of repair vs. replacement).
3. Re-install, adjust, flow-test the pump, and disinfect the well.
4. Provide a summary memorandum of the results of the well pump work and provide recommendations for further work.

Well Modification and/or Rehabilitation

Depending on the results of the well evaluations, modification, and/or rehabilitation of a select number of wells have been included in this proposal. The specific wells to be modified and/or rehabilitated include wells evaluated in previous years and/or the wells proposed for evaluation in FY 2020. Well modifications may include, back plugging of wells to address water quality concerns or installation of liner casings to repair or establish proper grout seal on the production casings. Well rehabilitation may include cleaning and redevelopment of well screens, chemical treatment, and other well stimulation techniques.

Removal of Well Pumps and Debris

This task includes providing labor, equipment, and materials that may be required to remove a variety of debris inside the wells. Over the last several years, CCI has found debris in many of the wells that we have worked on since 2011. Debris may include old pumps, old pump components, column pipe, cone strainers, wire, and other miscellaneous debris.

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Instrumentation Installation

This task includes furnishing labor and materials to install various well-related monitoring instrumentation, including, but not limited to level (pressure) sensors, pressure transmitters, water quality sensors, and flowmeters. Services will be provided on an as needed basis and based on direction from City staff.

Discharge Piping and Wellhead Upgrades

This task includes furnishing labor and materials to replace and/or modify the discharge piping, bypass piping, check valves, pressure sustaining valves, isolation valves, and air relief valves. Services will provided on an as needed basis and based on direction from City staff.

USGS Monitoring Well C Initial Abandonment

The United States Geologic Survey (USGS) installed a multi-zone monitoring well due north of well 14 along Wewahootee Road. This well, known as Cocoa C, was originally constructed in 1965 and designed to monitor five (5) different intervals within the UFA in this part of Brevard County and within the City's wellfield. The five zones extended from 250 feet to 1,360 feet below land surface. The construction details of this monitoring well "cluster" has created a pathway for ground water with elevated salinity (chloride) in the deep portions of the UFA to migrate upward and into the production zone of the UFA utilized by the City's wells. Based on discussions with the staff of the USGS and SJRWMD, this well can be abandoned. The abandonment of this well cluster is critical to maintaining the long term water quality of the City's wellfield.

To that end, CCI is proposing to conduct initial well abandonment activities to obtain a sufficient amount of information to develop an approach and cost estimate to fully and properly abandon the well cluster. Tasks will include installing a temporary culvert along Wewahootee Road, limited land clearing to provide access to the well with a drilling rig, construction of a suitable drilling pad, and initial efforts to remove the 1-1/4" diameter galvanized pipe of the five zones. The results of the initial abandonment efforts will be presented to the SJRWMD with the goal of obtaining cost share funding to complete the well abandonment efforts.

Team

CCI will team with qualified and experienced water well contractors and other specialty service providers such as TV survey and geophysical logging contractors, pump evaluation and repair vendors, and chemical suppliers as needed for each task/well as shown in **Table 1**. We have worked with each of these partners in the past and propose the following team:

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Table 1 - Teaming Partners

Service Provider	*Service*
Ullrich's Pitcher Pump	Well Rehabilitation/Repairs
Freeman Well Drillers	Well Rehabilitation/Repairs
Florida Design Drilling	Well Rehabilitation/Repairs
Advanced Borehole Services	TV Survey/Geophysical Logging
RM Baker	TV Survey/Geophysical Logging
Flowserve	Pump Services
Goulds	Pump Services
Preferred Pump	Pump Services
Coast Pump	Pump Services
Dumont	Chemicals/Additives

Cost

In general, the approaches outlined above apply to each well. However, the general protocol may be modified based on the results of the initial evaluations and/or other data. The geophysical logs/TV survey will provide well-specific information which may result in the modification of the approach as needed. We have proposed to conduct this work on a well-specific basis to identify what work is needed (based on the geophysical logs/TV survey) at each well before finalizing a well-specific plan. It is our understanding that the City plans to continue utilizing (piggy-back) our current Hydrogeologic Services Contract that we hold with the City of Palm Coast, Florida. This contract, a copy of which has been provided to City staff, is a Task Order-type contract. Our labor rates for professional services contained in the Palm Coast contract are shown in a labor rate table at the end of this proposal.

In addition, CCI and our teaming partners will provide the necessary manpower, equipment, and materials needed to carry out the work efforts proposed for each well. Project-specific billing rates for these services are detailed in the rate tables included with this proposal. In summary, our best estimate at this time, for overall costs the City can expect for this scope of work are listed in **Table 2**.

Table 2 - Projected Cost Summary for FY 2020 Work

Task	*Description*	*Projected Cost/Well*	*Projected Subtotal Cost*
1	Well Evaluations (T-wells & UFA wells)	$TBD	$75,000
2	Well Modification/Rehabilitation (wells TBD)	$TBD	$50,000
3	Pump Repairs/Replacement (as needed)	$TBD	$50,000
4	Debris Removal (wells TBD)	$TBD	$ 5,000
5	Instrumentation Installation	$TBD	$15,000
6	Valve and Piping Work (wells TBD)	$TBD	$20,000
7	Monitoring Well C Initial Abandonment	$35,000	$35,000
		Total	**$250,000**

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For budgeting purposes, we have developed engineering estimates for various well rehabilitation tasks that may be used for the wells proposed for evaluation this FY based on the findings from the well evaluations. **Table 3** outlines the estimated costs for these well rehabilitation costs. Actual costs to perform the various services will be developed once a specific approach has been determined for each well.

Table 3 – Engineering Estimates for Potential Well Rehabilitation Services

Category	***Description***	***Estimated Cost/Well***
1	Well liner installation	$35,000
2	Well acidization	$30,000
3	Back Plugging (Mobilization & Cementing up to 80 LF)	$10,000

We appreciate the opportunity to provide these services to the City of Cocoa. Please contact either of us if you have any questions.

Sincerely

Connect Consulting, Inc.

Gary E. Eichler

Gary E. Eichler, P.G.
Principal Hydrogeologist

David S. Robertson

David S. Robertson, P.G.
Principal Hydrogeologist

Cc: Troy Howell
Thomas Freeman

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Billing Rate Tables

Professional Labor Rates

Category	*Rate ($/hr.)*
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician	95
Office Support	70

Service Provider Rates

Category	*Rate($)*	*Unit*
Licensed Well Driller	135	Hr.
Drillers Helper	56	Hr.
Geophysical Logging Services	3,500	Event
Borehole Video Survey Services	1,800	Event

Equipment Rates

Equipment	*Rate ($/day)*
Drill Rig (1500)	1700
Boom Truck	1200
Pump Hoist	1100
Welding Machine	1000
Air Compressor	1000
Jetting Rig	1500
Acid Surge Tank(s)	220
Light Tree	600
Support Trucks	600
Test Pump(50-200GPM)	350
Test Pump(200-500GPM)	875
Test Pump(>500GPM)	1250

Material Rates

Materials	*Rate ($/item)*
HCL w/ metal inhibitor	225/55 gal. drum
HCL w/o metal inhibitor	200/55-gal. drum
Sodium Hypochlorite	10.00/gal.
Calcium Hypochlorite (HTH)	10.00/lb.
Other Materials not Listed	Cost +10%

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city of PALM COAST

Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Connect Consulting, Inc.
Attn: Gary E. Eichler, P.G.
19505 NW 184th Terrace
High Springs, FL 32643

RE: Letter Authorizing Contract Renewal

Contract for Professional Hydrogeological Services
Contract Name

4/28/2015
Effective date

RFQ-PW-U-15-12
Project #

Dear Mr. Eichler,

The above referenced contract is currently set to expire April 27, 2019. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until April 27, 2020. This is the second and final renewal. If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions.

Regards,

Rose Conceicao

Rose Conceicao
Risk Management and Contract Coordinator
rconceicao@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:
By: _____
9995C314EDA4473...

Print: Beau Falgout

Title: Interim City Manager

Date: Feb 4, 2019 | 2:01 PM EST

SUPPLIER

DocuSigned by:
By: Gary E. Eichler
0F0D494B397F48...
(Authorized Corporate Officer)

Print Name: Gary E. Eichler

Title: Vice Prseident

Date: Feb 4, 2019 | 12:59 PM EST

DocuSign Envelope ID: 98966582-1991-447E-84F6-860487F926A6

city of PALM COAST

Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

01/16/2018

Mr. Gary E. Eichler, P.G.
Vice President
Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643

RE: Letter Authorizing Contract Renewal

Professional Hydrogeological Services
Contract Name

RFQ-PW-U-15-12
Contract Reference

April 27, 2018
Contract Expiration

Dear Mr. Gary E. Eichler, P.G.,

The City of Palm Coast, Florida requests to renew your company's above referenced contract at the same original terms and conditions for one (1) year until April 27, 2019. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me at the email address below.

Sincerely,

DocuSigned by:
Rose Conceicao
9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

DocuSign Envelope ID: 98966582-1991-447E-84F6-860487F926A6

Letter Authorizing Contract Renewal

Professional Hydrogeological Services

Contract Name

RFQ-PW-U-15-12

Contract Reference

CITY OF PALM COAST

DocuSigned by:
Jim Landon
28EDD2ABE6A8496...

Signature

Jim Landon

Print Name

Jan 22, 2018 | 5:25 AM PST

Date

Connect Consulting, Inc.

(Company)

DocuSigned by:
Gary E. Eichler
0F0D4945337F435...

Signature

Gary E. Eichler

Print Name

Jan 20, 2018 | 5:08 AM PST

Date

CITY OF PALM COAST
CONTRACT WITH CONNECT CONSULTING, INC.
FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES (RFQ-PW-U-15-12)

THIS CONTRACT made and entered into the 28th day of April, 2015 by and between the:

City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the Request for Qualifications and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – Professional Hydrogeological Services.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

Exhibit A -	Description of Services
Exhibit B -	Certificate of Liability Insurance
Exhibit C -	Draft City Work Order Form
Exhibit D -	ADA Form
Exhibit E -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Palm Coast)

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

(a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b) This Contract is for professional hydrogeological services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The

CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12: Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF CONTRACT.

(a) The term of this Contract is for a three (3) year period commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a) The CONTRACTOR agrees to provide professional hydrogeological services. The Description of Services is further and more specifically outlined in Exhibit A.

(b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.

(c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.

(c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.

(d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.

(e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.

(f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.

(g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.

(h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.

(i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

(j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.

(k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

(a) The Contractor warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Contractor, to solicit or secure this Contract and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Contract.

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.

(f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.

(n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to

the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

(e) Until further written notice, the Contractor's Designated Representative for this Contract is:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

SECTION 20: WORK ORDERS.

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(f) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

(c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.

(d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

SECTION 24: TERMINATION OF CONTRACT.

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Purchase Order(s)/Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such

suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Contract.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverages.

(e) The CITY acknowledges and agrees that this contract is subject to section 558.0035, Florida Statutes which provides that individual design professionals employed by the engineer or an agent of the engineer may not be individually liable for economic damages resulting from negligence occurring within the course and scope of professional services performed in accordance with the terms and conditions of this agreement provided certain statutory conditions are satisfied.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Professional Liability: The Contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting the Contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Contractor.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(g) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florica Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(h) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

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

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

1 Description of Services; Section 12.
2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
3 Certificates of Liability Insurance; Section 34, Paragraph (c)
4 American with Disabilities Act; Section 17, Paragraph (f)
5 Price Schedule
6 Business Tax Receipt (if applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

SECTION 39: EXHIBITS.

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

By: X _____

Date: 4/20/2015

CONNECT CONSULTING, INC.

By: X Barbara J Britt
Authorized Corporate Officer

Date: 4-20-2015

ATTEST:

By: Virginia A Smith
Virginia Smith, City Clerk

Date: 4/28/15

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

Date: 4/28/15

Approved by (Signature and date):

4/8/15
4/8/15
4/28/15
4/1/15

Responsible Department Director
City Finance
PCMD
City Attorney

EXHIBIT A
Description/Scope of Services

The City requires professional hydrogeological services related to water supply planning and development, Water/Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design/construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps. Professional services may include, but shall not be limited to, the following areas:

1. Water Supply
   - A. Water source development
   - B. Supply and monitoring well design and construction
   - C. Supply well, aquifer performance tests
   - D. Water quality analysis and evaluation
   - E. Potable and Non-Potable ASR
   - F. Supply well repairs and rehabilitation (for both confined surficial, gravel pack screen wells and open hole, upper Floridan wells)

2. General Utility
   - A. Emergency well field power
   - B. Ordinance review and development
   - C. Grants and other financial opportunities related to water supply

3. Permitting
   - A. Consumptive Use Permit
   - B. DEP Operating Permits
   - C. SJRWMD Permitting
   - D. Reuse Permitting
   - E. ASR/DIW permitting
   - F. Operation and Maintenance Performance Reports
   - G. County/local Permitting

4. Construction Administration
   - A. Pre-construction conferences
   - B. Shop drawing reviews
   - C. Change Order development
   - D. Testing process
   - E. Construction observation
   - F. Certification process
   - G. Record Drawing development

Work will be awarded on a project by project basis consistent with the CCNA provisions that may include any or all of the previously stated services not specifically mentioned. Proposers may hire sub-consultants to be used for portions of the required services; however, the proposer

shall be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by Statute, and will comply with CCNA provisions relating to continuing contracts and will strictly follow the City Purchasing Policy. All agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida

EXHIBIT B
Certificate of Liability

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2015

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 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
Michael J Hall & Company
A&E Professional Insurance Program Inc
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Michael J Hall & Company
PHONE (A/C, No, Ext): 360-598-3700 FAX (A/C, No):
E-MAIL ADDRESS: certificates@hallandcompany.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Hartford Casualty Insurance Company — 29424
INSURER B: The Travelers Indemnity Company of — 25682
INSURER C: Travelers Property Casualty Compan — 25674
INSURER D: Underwriters at Lloyd's, London — 15792
INSURER E:
INSURER F:

INSURED
467
Connect Consulting Inc
19505 NW 184th Terrace
High Springs FL 32643

COVERAGES — CERTIFICATE NUMBER: 1082103893 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			57SBMNL0852	9/28/2014	9/28/2015	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X OCP/XCU/EPD						PERSONAL & ADV INJURY	$2,000,000
	X Separation Insds						GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
								$
B	AUTOMOBILE LIABILITY			BA9715R297	9/28/2014	9/28/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			52SBMNL0852	9/28/2014	9/28/2015	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7603Y312	9/28/2014	9/28/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab. Claims Made			1125353093/014	9/28/2014	9/28/2015	$1,000,000 Per Claim $1,000,000 Aggregate	

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

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

CERTIFICATE HOLDER

City of Palm Coast, FL
160 Cypress Point Parkway #B-106
Palm Coast FL 32164

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ashley K Hall

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. **Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. **Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Permits Issued By State Or Political Subdivisions**

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Personal Effects Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) owned by an "insured"; and

(2) in or on your covered "auto".

in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

B. AUTO LOAN LEASE GAP COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease/loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

C. COVERAGE EXTENSION – AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT NOT DESIGNED SOLELY FOR THE PRODUCTION OF SOUND

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, exception paragraph **a.** to exclusions **4.c** & **4.d** is deleted and replaced with the following:

a. Equipment and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

D. WAIVER OF DEDUCTIBLE – GLASS

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

E. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

Includes the copyrighted material of Insurance Services Office, Inc. with its permission.
Includes the copyrighted material of The Travelers Companies, Inc.

POLICY NUMBER: BA-9715R297-14-GRP

COMMERCIAL AUTO
ISSUE DATE: 07-29-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

AS PER LIST ON FILE WITH AGENT
ALL OPERATIONS

PROVISIONS

A. The following is added to Paragraph **c.** in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in **B. General Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: (XAUB-7603Y31-2-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 07-23-14 ST ASSIGN:

EXHIBIT C
DRAFT
WORK ORDER FORM

WORK ORDER-SERVICES#____

Encumbrance PO Number: _____

City of Palm Coast (Buyer)

Resolution #:_____

Vendor Name:	**Date:**
Address:	**Bid #:**
City, State & Zip:	**Project:**
	Council Approval Date:

Budgeted/Existing: _____ **New:** _____ **Continuing Service:**_____

Mail Invoices in duplicate to:

City of Palm Coast

_____

_____

Palm Coast, Florida 321___

Total Cost: $_____

ATTACHMENTS TO THIS WORK ORDER:

( ) Description of Services
( ) Drawings/Plans/Specifications
( ) Special Conditions
( ) Rate Schedule

METHOD OF COMPENSATION:

( ) Fixed Fee Basis
( ) Not To Exceed
( ) Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _. _____ .____ Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this_____day of _____, 20__ , for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

_____

_____, Attesting Officer

Vendor

Officer with Corporate Signatory Authority

Date:_____

WITNESSES:

_____

_____

Department Head approved RAP on _____ __.

CITY OF PALM COAST

Authorized Signatory

WORK ORDERS
TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.

- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City

- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.

- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.

- By accepting this WO, the Vendor accepts all the terms and conditions included herein.

- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.

- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.

- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.

- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.

- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.

- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.

This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.

- The Vendor shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statues.

- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.

- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.

- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.

- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

EXHIBIT D
ADA Form

Americans with Disabilities Act Affidavit

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Connect Consulting, Inc.

Signature:

Printed Name: Gary E. Eichler

Title: Vice President

Date: February 16, 2015

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF Alachua)

The foregoing instrument was acknowledged before me this 17 day of Feb. 2015, by Gary Eichler of Connect Consulting, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced FLDL identification.

Jennifer W. Thompson

Print name Jennifer Thompson

Notary Public in and for the County and State Aforementioned

JENNIFER W. THOMPSON
MY COMMISSION # FF 105343
EXPIRES: March 23, 2018
Bonded Thru Notary Public Underwriters

My commission expires: 3-23-18

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

EXHIBIT E
Price Schedule

EXHIBIT E

Price Schedule

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, FL 32643
Hydrogeological Services
RFQ-PW-U-15-12

2015 Billing Rates

Category	Rate ($/hr.)
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician/Well Inspector	95
Office Support	70

Note: 5% escalation factor per year on labor rates

EXHIBIT F
Business Tax Receipt (If Applicable)

State of Florida
Department of State

I certify from the records of this office that CONNECT CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on January 22, 1996.

The document number of this corporation is P96000007973.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 10, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2015

Ken Detzner

Secretary of State

Authentication ID: CC2490628079

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

Legislation Details (With Text)

File #:	19-513	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/15/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve a Resolution Amending the FY 2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-11 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone J Indian River Drive Septic to Sewer, Project No. WS20G2; Authorize City Manager to Approve Related purchase Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2020-11) BUSSEN MAYER $84510 (10-14-19) UT.pdf T.O. 2020-11 - Proposal.pdf Budget Resolution FY 2020 (003).pdf BAF 20-009-T -UT-WS20G2 Gravity Sewer (11-13-19) Agenda 19-513.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 15, 2019
Agenda Date: November 13, 2019
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Resolution Amending the FY 2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-11 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone J Indian River Drive Septic to Sewer, Project No. WS20G2; Authorize City Manager to Approve Related purchase Order.

BACKGROUND:

On August 23, 2016, City Council approved an Interlocal Agreement with Brevard County to determine the distribution of the revenues derived from the half-cent discretionary infrastructure sales tax consistent with the Save Our Lagoon Plan. The Interlocal Agreement also provided for the distribution of the TMDL/BMAP credits to the various local governments within Brevard County.

In February 2017 the “Save Our Indian River Lagoon (SOIRL) Project Plan Update” document was created for Brevard County and outlined local projects planned to meet water quality targets and improve the health, productivity, aesthetic appeal, and economic value of the lagoon. The document has been updated since the original with the current version being March 2019. Included in the

document are two areas located within the City of Cocoa that are identified as potential locations for septic system removal through connection to the City of Cocoa sewer system. The two areas are labeled “City of Cocoa - Zone J” and “City of Cocoa - Zone K”.

This Task Order is for City of Cocoa - Zone J which is located along Indian River Drive, from Dixon Boulevard northward to the intersection of McFarland Drive north of the park (approximately 8,100 LF) and includes approximately 105 lots. Department Staff performed a cursory review of the area and determined that in addition to the gravity sewer extension along Indian River Drive, possibly new lift station(s) or modifications to existing lift stations including associated forcemain may be needed to complete the project.

On December 12, 2017, the City of Cocoa approved the contract with Bussen-Mayer Engineering Group, Inc. for RFQ Q-17-16-COC to provide engineering services for design, permitting, and services during construction of utility conveyance systems upgrades and expansions.

This Task Order with Bussen-Mayer Engineering Group, Inc. provides the required surveying, existing utilities investigation, soils analysis, and preliminary engineering design required for further technical assessment of project feasibility, scope, and projected cost. Final design and permitting services are not included and are dependent on results of the survey, geotechnical, and preliminary engineering.

Staff will be pursuing SOIRL funding to pay for this project to include preliminary engineering services through final construction. This agreement will come to Council for approval at a later date.

Staff recommends approval of Task Order 2020-11 with Bussen-Mayer to provide the required surveying, investigation, and preliminary engineering design services for this project.

STRATEGIC PLAN CONNECTION:

The health of the Indian River Lagoon is vital to not only the marine life but as a recreational amenity to not only the City of Cocoa but to the surrounding counties and municipalities.

BUDGETARY IMPACT:

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

Budget Adjustment # 20-009-T

Amount Requested	$84,510
Account Number	421-4055-536.31-03, WS20G2
Account Name	Infrastructure
Source of Funds:	421-4010-536.39-00, Contingency

PREVIOUS ACTION:

On August 23, 2016, City Council approved an Interlocal Agreement with Brevard County to determine the distribution of the revenues derived from the half-cent discretionary infrastructure sales tax consistent with the Save Our Lagoon Plan.

On December 12, 2017, the City of Cocoa approved the contract with Bussen-Mayer Engineering Group, Inc. for RFQ Q-17-16-COC to provide engineering services for design, permitting, and services during construction of utility conveyance systems upgrades and expansions.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-11 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone J Indian River Drive Septic to Sewer, Project No. WS20G2; Authorize City Manager to Approve Related purchase Order.

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October 14, 2019

Katherine Ennis, Deputy Director
City of Cocoa Utilities Department
351 Shearer Blvd
Cocoa, FL 32922
(Via E-Mail kennis@cocoafl.org and US Mail)

RE: INDIAN RIVER DRIVE - GRAVITY SEWER (AREA J)
CITY OF COCOA TASK ORDER NUMBER: 2020-11
BUSSEN-MAYER PROJECT NUMBER: 402204

Dear Ms. Ennis:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this Task Order quote and proposal under our Continuing Consultant Contract with the City of Cocoa Utilities Department, for professional engineering, surveying, and consulting services relating to the above referenced project. We understand that this project consists of a proposed gravity sewer extension along Indian River Drive, from Dixon Blvd. northward to the south right-of-way line of S.R. 528 (approximately 8,100 LF). One or Two lift stations will be required, along with associated forcemain, to connect to the existing CCUD system. The lift station at Dixon Blvd. may also be utilized and/or modified as needed to accomplish the project. The proposed gravity sewer system has the potential to provide service to approximately 105 existing homes and parcels along Indian River Drive.

This proposal generally provides the required surveying, existing utilities investigation, soils analysis, and preliminary engineering design required for further technical assessment of project feasibility and projected cost. Final design and permitting services are not included. Easement acquisition is not anticipated as a requirement. The project is proposed within the limits of the existing Indian River Drive right-of-way.

Based on this information we propose to provide the following specific scope of services in a timely fashion;

A. SURVEYING SERVICES

1. We will request underground utility locates through the Sunshine One Call process, prior to completion of the right-of-way survey. We will locate all above ground surface markings provided by the utility company representatives and reflect available information on the final survey. We will also conduct coordination and send utility location letters to representatives from AT&T, FPL, City Gas, and CCUD, in order to request any record information that is available for their specific utilities. (Note! Soft-digs not included - to be addressed with final design).

2. We will establish baseline control points (construction baseline) and benchmark locations for construction purposes.

3. We will provide survey stakeout and boring locations as necessary for the geotechnical services described herein (i.e. design borings). We will obtain ground shots at each boring location.

4. We will prepare a Right-of-Way Survey of the project limits, based on the recorded right-of-way deeds or maps available to the Surveyor. The project survey limits will extend northward along Indian River Drive, from the centerline of Dixon Blvd. to the South right-of-way line of S.R. 528.

   The boundary survey will include field flagging of existing right-of-way monumentation and/or setting of new corner monumentation as required. Right-of-way monuments will be placed at the PC and PT of all curves in the road or at 1,000 foot intervals (max). The survey will meet Florida Minimum Technical Standards and will be prepared in our standard 24"x36" format.

5. We will complete a topographic investigation of the project limits, extending 25 feet outside of each project limit or right-of-way line. This topographic investigation will include the location of above ground improvements within the project limits, together with elevations on a 100 foot grid (max). Sections will be taken at 100 foot intervals. Complete data (inverts, rims, pipe size, etc.) will be obtained for any existing drainage improvements or sewer system improvements within the project limits. Finish floor and sewer outlet elevations for critical existing homesites (as determined by engineer) is also included. All topographic information will be shown together with the boundary survey, and will be based on NAV Datum of 1988.

6. Deliverables to include two (2) copies of the certified survey, together with an AutoCAD copy and a pdf. copy of the survey in digital format.

B. ENGINEERING SERVICES

1. We will collect and review available data from the City and utilities companies on existing and proposed facilities, sizes, elevations, materials, and operational data. This includes a detailed on-site inspection. All available data will be included in the project existing conditions info presented in the plans.

2. We will complete a Geotechnical exploration and evaluation report including relevant pavement cores along the alignment (by Ardaman and Associates – subconsultant). Pavement cores with 20' deep borings will be completed at 1,000 ft. intervals (8 bores total with 4 in pavement and 4 adjacent to road).

3. We will prepare all required exhibits and attend one (1) open house - style public meeting to receive public input for the project.

4. We will prepare 30% Documents for review by the City's Utilities Department. These documents will include, at a minimum, the following information:

   a) Existing conditions and right-of-way data from survey
   b) Gravity sewer routing and alignment
   c) Lift Station and forcemain locations
   d) Preliminary plan and profile drawings with proposed gravity sewer depth/inverts

We have prepared this proposal based on the following assumptions and conditions:

1. Final Design, permitting, bidding and construction phase services are not included. A separate proposal can be provided upon completion of this preliminary engineering phase and further development of the project scope.

2. Full lift station design is not included.

3. Right-of-way and/or easement acquisition not included (not anticipated as a requirement).

4. Surveying services will meet Florida Minimal Technical Standards as set forth in Chapter 61G17-6 F.A.C. pursuant to Section 472.027 F.S.

5. Elevations to be based on NAVD 1988 datum; survey control to be based on NAD1983 datum (State Plane Coordinates).

6. Roadway realignment, structural design, and/or drainage system redesign is not included (not anticipated as a requirement).

7. ESTIMATED PROJECT SCHEDULE
(NTP = Notice to Proceed)

a.	Surveying Services	120 days from NTP
b.	Geotechnical Report	60 days from NTP
c.	30% submittal	150 days from NTP and receipt of permits

Our proposed lump sum fee for providing the above described services would be as follows:

A.	SURVEYING SERVICES	$45,270.00
B.	ENGINEERING SERVICES	$39,240.00
	TOTAL	$84,510.00

These fees are based on the estimated man-hour breakdown attached and our standard hourly rates, as itemized and reflected in Exhibit "A" attached.

Invoicing for this project will be in accordance with the following schedule:

INVOICE PROCEDURES AND PAYMENT: BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **BUSSEN-MAYER ENGINEERING GROUP, INC.** will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this TASK ORDER is an addendum to the master contract approved by the City of Cocoa on June 12, 2012 for engineering design, permitting and services for construction of utility conveyance system upgrades and expansions, and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please feel free to contact the undersigned. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for this project. Thank you for the opportunity to provide these services; we look forward to working with you on this important project.

Sincerely,

BUSSEN-MAYER ENGINEERING GROUP, INC.



Joseph W. Mayer, P.E.
President

Cc: Jack Walsh, P.E., Director

APPROVED BY:

_____ _____
City Manager Date:

Exhibit "A"
Man-Hour Breakdown-Basic Scope
INDIAN RIVER DRIVE - AREA J
BMEG#402204
10/14/19

	Hours	Rate	Subtotal		
A. SURVEYING SERVICES					
1. Sunshine One utility locates					
Surveyor	10.00	$ 105	$ 1,050		
2-Man Field Crew	32.00	$ 100	$ 3,200		
AutoCAD Technician	10.00	$ 70	$ 700		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$ 5,130	
2. Establish construction baseline and benchmark locations.					
Surveyor	4.00	$ 105	$ 420		
2-Man Field Crew	8.00	$ 100	$ 800		
AutoCAD Technician	8.00	$ 70	$ 560		
			Subtotal	$ 1,780	
3. Survey stakeout for coring locations.					
Surveyor	2.00	$ 105	$ 210		
2-Man Field Crew	8.00	$ 100	$ 800		
AutoCAD Technician	6.00	$ 70	$ 420		
			Subtotal	$ 1,430	
4. Right-of-Way survey.					
Surveyor	24.00	$ 105	$ 2,520		
2-Man Field Crew	64.00	$ 100	$ 6,400		
AutoCAD Technician	108.00	$ 70	$ 7,560		
			Subtotal	$ 16,480	
5. Topographic survey.					
Surveyor	18.00	$ 105	$ 1,890		
2-Man Field Crew	120.00	$ 100	$ 12,000		
AutoCAD Technician	88.00	$ 70	$ 6,160		
			Subtotal	$ 20,050	
6. Deliverables/reimbursables					
			Subtotal	$ 400	
				SURVEYING SERVICES TOTAL	**$ 45,270**

B. ENGINEERING SERVICES					
1. Collect review of available data.					
Project Engineer	2.00	$ 135	$ 270		
Project Manager	6.00	$ 115	$ 690		
Engineering Technician	6.00	$ 85	$ 510		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$ 1,650	
2 Soils Testing (Ardaman)					
			Subtotal	$ 9,500	
3. Public meeting plus exhibits					
Project Engineer	10.00	$ 135	$ 1,350		
Project Manager	10.00	$ 115	$ 1,150		
AutoCAD Technician	32.00	$ 70	$ 2,240		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$ 4,920	
4. Preparation of 30% documents for review by Client.					
Project Engineer	16.00	$ 135	$ 2,160		
Project Manager	40.00	$ 115	$ 4,600		
Engineering Technician	40.00	$ 85	$ 3,400		
AutoCAD Technician	132.00	$ 70	$ 9,240		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$ 19,850	
5. Preparation of cost estimate					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	6.00	$ 115	$ 690		
Engineering Technician	12.00	$ 85	$ 1,020		
			Subtotal	$ 2,520	
6. Reimbursables					
			Subtotal	$ 800	
				ENGINEERING SERVICES TOTAL	**$ 39,240**
				TASK ORDER SERVICES TOTAL	**$84,510**

RESOLUTION NO. 2019-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of November, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

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Legislation Details (With Text)

File #:	19-514	**Version:**	1	**Name:**	Carollo Engineers
Type:	Contract			**Status:**	Consent Agenda
File created:	10/16/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve Task Order 2020-10 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $105,369. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2020-10) CAROLLO $105368.45 (10-8-19) UT.pdf 2019.10.03_TO10_Cocoa_SCADA_Scope of Services.PDF AGREEMENT.pdf Exhibit #1- Engineering Service Fees.pdf Exhibit #2- Overall Engineering Fees.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 16, 2019
Agenda Date: November 13, 2019
Prepared By: Misty McLendon, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2020-10 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $105,369.

BACKGROUND:

Carollo Engineers, Inc. is the engineer of record for the Sellers Water Reclamation Plant. Staff has requested SCADA Programming support services for the VTSCADA System, LCP'S, and RTU'S on an as-needed and on call basis. They will also provide renewal services for software licenses and support contracts at the direction of the Sellers staff. These renewals are anticipated to include XL Report Support, Micromain and Trihedral VTSCADA.

Sellers Staff is requesting City Council approval of Task Order No. 2020-10 with Carollo Engineers, Inc. for continued support on SCADA Programming.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$98,869
Account Number	421-4120-536.46-00
Account Name	Repairs & Maintenance

Amount Requested	$6,500
Account Number	421-4120-536.56-15
Account Name	I.T. Related Operating

Total Budget $105,369

PREVIOUS ACTION:

Carollo Engineers, Inc. were approved as an engineering services provider for waste water collections, treatment and disposal via RFQ-18-1-COC by Council on May 8, 2018.

RECOMMENDED MOTION:

To Approve Task Order 2020-10 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $105,369.

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TASK ORDER NO. 2020-10

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 4th day of October 2019, in connection with: Fiscal Year 2020 Jerry Sellers WRF SCADA Maintenance (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) operated the Jerry Sellers Water Reclamation Facility (WRF) and various remote sites that utilize a plant SCADA system consisting of VTScada, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). These SCADA system components require regular maintenance and upgrades. This scope of services is for programming and as needed services necessary to maintain the equipment.

The following is understood:

- The OWNER will provide knowledge on existing programming infrastructure and equipment through the use of OWNER staff input and previously contracted engineers.
- The OWNER shall provide the ENGINEER with the ability to remotely access the City's SCADA system in order to provide remote as needed and emergency services.
- The ENGINEER will work with the sub-consultants to provide a team of SCADA services that will result in increased redundancy and reliability in the services.

B. SCOPE OF WORK

Task 1 – Project Management and Sub-Consultant Coordination

ENGINEER will provide project oversight including the following:

- Project billing
- Coordination with Sellers staff to schedule visits or various tasks requested

ENGINEER will coordinate with the subconsultant as necessary, to manage and implement the services herein. This subtask includes up internal collaborative meetings between the ENGINEER and its subconsultant to coordinate and implement work efforts. The following subconsultant will be part of the project team:

- WSW Engineering, Inc.

Task 2 – SCADA Programming

The ENGINEER will provide SCADA system programming services for the OWNER's VTScada system, LCPs, and RTUs on an as needed basis. ENGINEER will provide these services as requested by the OWNER on an hourly basis using the OWNER's programming software and licenses. No work will proceed without authorization from the OWNER.

Task 3 – As Needed and Emergency On-Call Services

The ENGINEER will provide other as needed services and emergency on-call services requested by the OWNER on an hourly basis. No work will proceed without authorization from the OWNER. OWNER will provide ENGINEER with remote VPN access to their system to allow for offsite support. Refer to the schedule herein for response time requirements for this Contract.

Task 4 – Software License Renewals

ENGINEER will renew the OWNER's software licenses and support contracts as requested by the OWNER. These renewals are anticipated to include XL Reporter Support, Micromain Support, and Trihedral VTScada. No purchases will be made without authorization from the OWNER. These software license renewal fees are estimated in Exhibit 1.

C. DELIVERABLES

It is understood that there will be no deliverables as part of this scope of work.

D. SCHEDULE

The time periods for the performance of ENGINEER's Services will commence upon the request of the OWNER through September 30, 2020. During normal business hours (Monday through Friday, 8:00 AM to 5:00 PM) the ENGINEER will acknowledge the OWNER's request within three (3) hours of the request receipt and address the concern promptly. During non-business hours, ENGINEER will acknowledge to OWNER's request within five (5) hours and address the concern promptly.

E. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the billing rates provided in Attachment A of the Master Services Agreement. Reimbursable expenses will be billed at actual costs in accordance with the Master Services Agreement. ENGINEER proposes to complete the above stated work for an upper limit fee of one-hundred and five thousand, three hundred and sixty eight and 45/100 dollars ($105,368.45) based on the estimated provided in Exhibit 1 and Exhibit 2.

F. TERMS AND CONDITIONS

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

G. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

H. EFFECTIVE DATE

This Task Order No. 2020-10 is effective as of the 4th day of October 2020.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 2020-10 evidencing its issuance by OWNER and acceptance by ENGINEER.

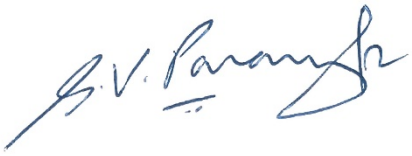
CAROLLO ENGINEERS, INC.	OWNER
Accepted this 4th day of October, 2020	
By: 	By:
Larry Elliott, P.E., Senior Vice President	John Titkanich, City Manager
By: 	
Sudhanva Paranjape, P.E., Associate Vice President	

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **Maintain Plant and Lift Station Telemetry/SCADA Maintenance and Updates** **Engineering Services**		**Professional ES IV**	**Lead Project Professional ES VII**	**Senior Professional ES VIII**	**Admin/Clerical**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 156.00	$ 204.75	$ 225.00	$ 70.96		
	TASK AND DESCRIPTION						
1	Project Management and Sub-Consultant Coordination	12			3	15	$2,084.88
2	SCADA Programming		260	2		262	$53,685.00
3	As Needed Services		8			8	$1,638.00
	Total Hours and Labor Costs	12	260	2	3	285	**$57,407.88**
4	Software License Renewals						
	XL Reporter Support						$ 600.00
	Micromain Support						$ 995.00
	Triheadral VTScada Support						$ 4,905.00
	Total Software License Renewals						**$6,500.00**
	Travel and ODCs						$4,540.57
	Total Travel and ODCs						**$4,540.57**
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)						**$68,448.45**

EXHIBIT 2 - OVERALL ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Overall Engineering Services Fee **Maintain Plant and Lift Station Telemetry/SCADA Maintenance and Updates** **Preliminary Design Engineering Services**		**Carollo Engineers, Inc.**	**INSERT SUB**	**Total Project Not-to-Exceed Costs**
	TASK DESCRIPTION			
1	Project Management and Sub-Consultant Coordination	$ 2,084.88		$ 2,084.88
2	SCADA Programming	$ 53,685.00	$ 30,420.00	$ 84,105.00
3	As Needed Services	$ 1,638.00	$ 3,120.00	$ 4,758.00
4	Software License Renewals	$ 6,500.00		$ 6,500.00
	Travel and ODCs	$ 4,540.57	$ 3,380.00	$ 7,920.57
	Total Project Hours and Labor Costs	$ 68,448.45	$ 36,920.00	
	TOTAL NOT-TO-EXCEED COSTS			**$ 105,368.45**

15 Burlington Ave
Rockledge, FL 32955
321-230-3716

WSW Engineering, Inc.

September 30, 2019

Carollo Engineers
Tonya Sonier, PE
200 E. Robinson Suite 1400
Orlando, FL 32801

Subject: City of Cocoa SCDA Support

Dear: Mrs. Sonier

On behalf of WSW Engineering, Inc. (WSW) I am pleased to respond to your request for proposal on the above referenced project.

WSW shall provide the engineering services to assist Carollo Engineers with providing the following SCADA services to the City of Cocoa

Task 1: **SCADA Programming**
The ENGINEER will provide SCADA system programming services for the OWNER's VTScada system, LCPs, and RTUs on an as needed basis. ENGINEER will provide these services as requested by the OWNER on an hourly basis using the OWNER's programming software and licenses. No work will proceed without authorization from the OWNER.

Task 2: **As Needed and Emergency On-Call Services**
The ENGINEER will provide any other as needed services and emergency on-call services requested by the OWNER on an hourly basis. No work will proceed without authorization from the OWNER. OWNER will provide ENGINEER with remote VPN access to their system to allow for off site support. Refer to the schedule herein for response time requirements for this Contract.

During normal business hours (Monday through Friday, 8:00 AM to 5:00 PM) the ENGINEER will acknowledge the OWNER's request within three hours of the request receipt and address the concern promptly. During non-business hours, ENGINEER will acknowledge to OWNER's request within five hours and address the concern promptly.

WSW shall provide these services at our standard hourly rate of $130.00 per hour plus allowable expenses with the following estimate.

Task No. 1 – Normal site visits to include 26 visits @ 8 hours per visit plus 1 hour travel time for an estimated cost of $30,420.00

Task No. 2 – As-needed and on-call services – 24 hours for an estimated cost of $3,120.00

Other Direct Cost - Other expenses including rental car, fuel, meals, etc. while on-site shall be billed on a lump basis with an overall estimate cost of $3,380.00

Our total estimated cost for this proposal is $36,920.00.

Invoices shall be generated monthly based on work completed to date. Invoices shall be Net 30 days.

Please let me know if you should have any questions concerning this proposal or if you should require any additional information.

Sincerely,

Gary A. Yocum, PE
Principal Engineer

Approved by Council 5/08/18
RFQ-18-10-COC
VIII.5 (Multi-Year)

Term: 7/24/18 - 7/23/2021
1st Renewal Opt: 7/24/21 - 7/23/22
2nd Renewal Opt: 7/24/22 - 7/23/23

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of July 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.,** a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Wastewater System. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Engineering evaluation and design of disposal methods, supplemental wells, biosolids disposal, electrical components, SCADA and telemetry, treatment facility components and processes, expansions, and other improvements
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
3. Bidding Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting attendance/management
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required

g. Construction Management and Inspection, if required
h. Startup assistance/training

5. SCADA services and telemetry support per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include; long-term master planning and CIP development for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items like:
   a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
   b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects as a service deliverable, the Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. GIS Support
16. Materials Testing
17. Bench/Pilot testing when necessary
18. Geotechnical Investigations
19. Land Surveying/Aerial Photography
20. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
21. Grants Assistance and state/federal funding assistance

22. Miscellaneous services including public relations assistance, design review, and program management services
23. Additional services as requested

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or

any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

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

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

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

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer 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 Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

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

insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer

for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions

of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay

is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

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

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and

subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold harmless the City, its officers, employees, agents, and volunteers, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

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

against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

35.3 The parties agree that, in the City's contract with the construction contractor, the Engineer shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the Engineer shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all contract documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

By: _____

Print Name/Title: John Titkanich, Jr. City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: Larry Elliott Sr Vice President

By: _____

Print Name/Title: Sudhanva V. Paranjape
Associate Vice President

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

7/20/18

carollo

TRANSMITTAL

CONTINUING SERVICES AGREEMENT FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # ROS18-0120
Copies To:

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P. 407.478.4642
F. 407.478.4643

Address: City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: John Walsh, P.E.

The following items are:

☐ Requested	☐ Report	☐ Cost Estimate	☐ Calculation
☒ Enclosed	☐ Test Result	☐ Check Print	☐ Other
☐ Sent Separately	☐ Specification	☐ Progress Est.	

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

☐ At your request	☐ For your review	☐ For your files
☐ For your approval	☒ For your action	☐ For your information

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee Maintain Plant and Lift Station Telemetry/SCADA Maintenance and Updates Engineering Services		Professional ES IV	Lead Project Professional ES VII	Senior Professional ES VIII	Admin/Clerical	Total Hours	Total Labor Cost (Not-to-Exceed)
	Labor Rate	$ 156.00	$ 204.75	$ 225.00	$ 70.96		
	TASK AND DESCRIPTION						
1	Project Management and Sub-Consultant Coordination	12			3	15	$2,084.88
2	SCADA Programming		260	2		262	$53,685.00
3	As Needed Services		8			8	$1,638.00
	Total Hours and Labor Costs	12	260	2	3	285	**$57,407.88**
4	Software License Renewals						
	XL Reporter Support						$ 600.00
	Micromain Support						$ 995.00
	Triheadral VTScada Support						$ 4,905.00
	Total Software License Renewals						**$6,500.00**
	Travel and ODCs						$4,540.57
	Total Travel and ODCs						**$4,540.57**
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)						**$68,448.45**

EXHIBIT 2 - OVERALL ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Overall Engineering Services Fee Maintain Plant and Lift Station Telemetry/SCADA Maintenance and Updates Preliminary Design Engineering Services		Carollo Engineers, Inc.	INSERT SUB	Total Project Not-to-Exceed Costs
	TASK DESCRIPTION			
1	Project Management and Sub-Consultant Coordination	$ 2,084.88		$ 2,084.88
2	SCADA Programming	$ 53,685.00	$ 30,420.00	$ 84,105.00
3	As Needed Services	$ 1,638.00	$ 3,120.00	$ 4,758.00
4	Software License Renewals	$ 6,500.00		$ 6,500.00
	Travel and ODCs	$ 4,540.57	$ 3,380.00	$ 7,920.57
	Total Project Hours and Labor Costs	$ 68,448.45	$ 36,920.00	
	TOTAL NOT-TO-EXCEED COSTS			**$ 105,368.45**

Legislation Details (With Text)

File #:	19-515	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	10/17/2019		**In control:**	City Council	
On agenda:	11/13/2019		**Final action:**		
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Ozone Generator Repairs from Xylem Water Solutions USA, Inc., Apopka, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant; and Authorize the City Manager to Approve the Related Purchase Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Sole Source -Xylem.pdf Xylem Quote.pdf Xylem Water Solutions COI exp 10.31.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 17, 2019
Agenda Date: November 13, 2019
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Ozone Generator Repairs from Xylem Water Solutions USA, Inc., Apopka, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant; and Authorize the City Manager to Approve the Related Purchase Order.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) uses Ozone primarily for color removal and inactivation of *Cryptosporidium* and *Giardia*. Secondary issues involve oxidation of dissolved organics and reduction of trihalomethane (THM) formation potential. Pilot testing was performed using raw water from Taylor Creek Reservoir prior to design to determine the optimum treatment process.

Ozone is a toxic gas that forms when normally diatomic oxygen (two atoms per molecule) is excited to a higher energy state with a triatomic form (three atoms per molecule). Ozone is an unstable form of oxygen; that is, ozone decomposes back to diatomic oxygen fairly quickly and cannot be stored. Therefore, when it is used at a water treatment plant, it must be generated on site.

Xylem Water Solutions USA, Inc. is the Original Equipment Manufacturer (OEM) for this highly

technical system and is a prior approved proprietary sole source vendor for the City of Cocoa. Because Xylem's technology is proprietary and only Xylem trained staff may conduct repairs and maintenance on this equipment, City staff recommends the continued use of Xylem Water Solutions USA for required equipment and necessary repairs to operate the surface water treatment plant.

Staff recommends Council approval of Xylem's proposal in the amount of $74,179 to repair the ozone generators at the Dyal WTP as the primary disinfectant to safely treat surface water as required by the Florida Department of Environmental Protection Agency (FDEP).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$74,179
Account Number	421-4020-536.46-00
Account Name	Repair & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Ozone Generator Repairs from Xylem Water Solutions USA, Inc., Apopka, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant; and Authorize the City Manager to Approve the Related Purchase Order.

RESOLUTION NO. 2019-098

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 13th day of November, 2019.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2019-098

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of Ozone Generator repairs, from Xylem Water Solutions, Apopka, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

xylem

Xylem Water Solutions USA, Inc.
Wedeco Products

4828 Parkway Plaza Blvd.
Suite 200
Charlotte, NC 28217
Tel 704/409-9700
Fax 704/409-9839

October 3, 2019

Quote # 2019-WED-0213

Account# 103466

CITY OF COCOA
603 BREVARD AVE
COCOA FL 32922

Re: DYAL, COCOA, FL_103466

Xylem Water Solutions USA, Inc. is pleased to provide a quotation for service of your ozone disinfection system.

The customer is responsible for providing all required tools, equipment and labor for the cleaning of the ozone disinfection system
Parts suggested are based on the nature of the issues reported. All parts may not be used

OZONE SERVICE

Qty	Part Number	Description	Unit Price	Extended Price
2	14-65 91 66	TRAVEL PMA ZONE 2	$ 1,901.00	$ 3,802.00
6	14-65 91 73	ONSITE SERVICE, PMA, PER DAY	$ 1,682.00	$ 10,092.00
		OZONE SERVICE Price		**$ 13,894.00**

OZONE PARTS

Qty	Part Number	Description	Unit Price	Extended Price
2	3ADJ8	50 FT. WELDED 316 SS COIL TUBING, 1/4" OUTSIDE DIA, 0.210" INSIDE DIA	$ 100.44	$ 200.89
6	1PZF5	90 DEGREE FITTING	$ 39.37	$ 236.23
8	1PZF2	COUPLING	$ 39.29	$ 314.34
4	14-65 85 52	MNTR,OZONE,LC400+,0-10PPM	$ 5,830.00	$ 23,320.00
2	14-65 85 50	MNTR,OZ,HC400+,0-15%	$ 6,050.00	$ 12,100.00
2	14-65 85 51	MNTR,OZ,MC400+,0-10,000PPM,US (US Version)	$ 6,710.00	$ 13,420.00
2	14-65 66 23	MICRO-FUEL CELL, CLASS B-3.	$ 215.60	$ 431.20
1	SS-1RS4	NEED VALVE	$ 96.87	$ 96.87
1	SS-4-TA-1-8	MALE ADAPTOR	$ 16.39	$ 16.39
1	SS-8-T	TEE, 1/2" FNPT	$ 86.32	$ 86.32
1	SS-8-HN	HEX NIPPLE	$ 18.46	$ 18.46
1	SS-8-HLN-2.00	HEX LONG NIPPLE	$ 24.42	$ 24.42
2	MISP2 PROBE	GE PANAMETRICS MISP2 PROBE	$ 5,009.77	$ 10,019.54
		OZONE PARTS Price		**$ 60,284.65**

WEDECO
a xylem brand

Qty	Part Number	Description	Unit Price	Extended Price
		Total Project Price		**$ 74,178.65**

Incoterm: 3 DAP - Delivered At Place **Named Placed:** 08 - Jobsite
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.
Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.
Validity: This Quote is valid for thirty (45) days.
Terms of payment: 100% Net 30 days
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.

Warranty: Standard warranty terms apply to the items in this quotation.
Schedule: Delivery lead times are 4-6 weeks after receipt of submittal approval and order acceptance. Delivery lead time of MISP2 probe is 10-12 weeks.
Terms of Delivery: PP/Add Actual Surcharge
Terms and Conditions: This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties.
Backcharges: Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a backcharge to Seller without prior written consent of an authorized employee of Seller.
Shortages: Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract. PO# is required.

Signature:_____ Name:_____
(PLEASE PRINT)

Email: _____ Phone:_____

Date: _____ PO#:_____

Please feel free to call if you have any questions or if you require assistance.

Sincerely,

Karen Bennett
Service Coordinator
Phone: 704-887-9142

karen.bennett@xyleminc.com

WEDECO
a xylem brand

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2018

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 CN108453421-STND-GAWUe-18-19	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Xylem Water Solutions USA, Inc. 14125 South Bridge Circle Charlotte, NC 28273	INSURER A : ACE American Insurance Company	22667
	INSURER B : N/A	N/A
	INSURER C : Allianz Global Risks US Insurance Company	35300
	INSURER D : N/A	N/A
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-009892955-08 **REVISION NUMBER:** 3

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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			USL00107118	10/31/2018	10/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR: $1,000,000	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 10,000,000 $ 6,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25272754	10/31/2018	10/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			USL00109918	10/31/2018	10/31/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured in respects to general liability as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
Attn: Shawn Weston
351 Shearer Blvd
oa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Lauren Giagrande Lauren Giagrande

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Legislation Details (With Text)

File #:	19-516	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	10/17/2019		**In control:**	City Council	
On agenda:	11/13/2019		**Final action:**		
Title:	Authorize the City Manager to Approve a FY20 Purchase Order to Ring Power Corporation, Palm Bay, Florida, for Additional Generator Repair for the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ring Power Quote.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 17, 2019
Agenda Date: November 13, 2019
Prepared By: David Fisher, Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve a FY20 Purchase Order to Ring Power Corporation, Palm Bay, Florida, for Additional Generator Repair for the Dyal Water Treatment Plant

BACKGROUND:

On September 4, 2019, the Dyal WTP experienced a failure of one of the backup generators. The generator was overheating and leaking oil, and the aftercoolers were determined to be in need of replacement. Due to the limited operational state of the generator, it is not considered a reliable backup for plant operation.

The Dyal WTP is equipped with two generators for power redundancy at the plant. Due to the critical need of having two functional backup generators to operate the plant in the event of a power failure, and given the increased likelihood of outages due to the frequency of electrical storms during the summer months, staff requested that the City Manager exercise his emergency purchase authority as outlined in the Financial Operations Manual (FOM) to perform emergency repairs on this generator.

On September 6, 2019, the City Manager declared an emergency and authorized the emergency requisition to Ring Power Corporation of Palm Bay, Florida to repair the generator for $85,925.22. On September 19, 2019, PO# 75118 was created to give Ring Power Corporation the authority to proceed with the purchase of the required parts (two week lead time) to repair the generator.

On October 9, 2019 City Council approved this emergency repair declared by the City Manager

under emergency conditions per the FOM.

On October 15, 2019 Ring Power discovered that the overheating incident on September 4, 2019 had caused additional damage to the generator, and presented a quote in the amount of $14,295.04. This additional repair to the lifters, push rods, and cylinder heads is required to return the generator to a fully operational status.

City staff recommends the approval of the requested FY20 purchase order to complete the repairs to this critical piece of equipment which supplies back up power to the Dyal Water Treatment Plant.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$14,295.04
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue
Original Purchase Order	75118
Original P.O. Amount	$85,925.22
Total number of change orders to date	1
Total amount in change orders to date	$14,295.04

PREVIOUS ACTION:

On October 9, 2019, City Council approved Agenda Item 19-431, Emergency Generator Repair with Ring Power Corporation, Palm Bay, Florida for the Dyal Water Treatment Plant.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve a FY20 Purchase Order to Ring Power Corporation, Palm Bay, Florida, for Additional Generator Repair for the Dyal Water Treatment Plant.

Ring Power CAT

Power Systems Division

godwin pumps

Ameri SYKES PUMPS

SULLAIR

OLYMPIAN™ GENERATORS

CAT Power Systems

ST. AUGUSTINE	OCALA	PALM BAY	ORLANDO	TALLAHASSEE	TAMPA
500 World Commerce Parkway	6202 North US 301	415 Comm. College Pkwy SE	9901 Ringhaver Dr.	32000 Blue Star Hwy	9797 Gibsonton Dr
St. Augustine, FL 32092	Ocala, FL 34475	Palm Bay, FL 32909	Orlando, FL 32824	Tallahassee, FL 32343	Riverview, FL 33569
904-737-7730	**352-732-4600**	**321-952-3001**	**407-855-6195**	**850-562-1622**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

Customer: CITY OF COCOA

Address: 28400 FL-520

city, state, zip: CHRISTMAS, FL, 32709

ATTN: TIM 321-635-7774

Date: 10/15/19
REFERENCE: GEN 1
Estimate on Model: 3516
Serial Number: 25Z02383
Terms:
QUOTE #:

DESCRIPTION OF MATERIAL	***UNIT PRICE***	***EXTENSION***
Ring Power Systems is pleased to offer the following estimate for your consideration.		
Scope of Work: ADDITIONAL PARTS FOR TOP END REPLACEMENT REPLACE FAILED LIFTERS DUE TO KNICKS, CHIPS IN TOP, AND WEAR FROM CYLINDER HEAD BORE REPLACE FAILED PUSH RODS DUE TO KNICKS, CHIPS AND GALLING UPDATE OIL METERING DOWELS FOR VALVE MECHANISM. UPDATE TO FLOATING BRIDGES. ADJUSTABLE BRIDGE STYLE HEADS NO LONGER AVAILABLE REPLACE FAILED ADJUSTMENT SCREWS DUE TO GALLING OF SIDE THAT CONTACTS PUSH ROD		
CORE CHARGES WILL BE CREDITED AFTER ALL CORES HAVE BEEN PROCESSED $1923.36 P.O.# _____ (if required)		
TOTAL ALL STATE AND FEDERAL TAX NOT APPLIED TO TOTAL		**$ 14,295.04**

QUOTATION ACCEPTED BY: _____ DATE: _____ TAX #: _____

CUSTOMER: _____ SALESPERSON: _____

Estimate Salesperson: **SEAN SIMMONS PALM BAY 321-288-3473/ JON DIARD (321)-831-9848**

TERMS:

If you should have any questions, comments or would like to schedule this repair, please contact the above personnel. This estimate is made subject to buyer's acceptance within thirty (30) days from this date. All prices subject to change without notice and those in effect on the date of completion shall prevail. Customer will be contacted should estimate exceed 15%.

Legislation Details (With Text)

File #:	19-518	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/17/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Replacement DISCFLO Pumps at the Dyal Water Treatment Plant through Gerber Pumps International, Longwood, Florida; Authorize the City Manager to Approve the Related Purchase Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Sole Source -Gerber Pumps Intl.pdf Discflo_Scope of Supply_P6 PolyMix_Quote 1Oct19 mrg 8 pg.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 17, 2019
Agenda Date: November 13, 2019
Prepared By: David Fisher, Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Replacement DISCFLO Pumps at the Dyal Water Treatment Plant through Gerber Pumps International, Longwood, Florida; Authorize the City Manager to Approve the Related Purchase Order

BACKGROUND:

In 1995 the City of Cocoa contracted CH2M Hill to expand its current water treatment facilities to meet Brevard County's current and future water needs. As part of the Dyal Water Treatment Plant (WTP) expansion, renovations included the addition of a 12-million gallon per day surface water treatment facility. One process incorporated in the surface water treatment at the Dyal WTP is Dewatering and Solids (sludge) Handling. Sludge from the gravity thickeners is transferred to the dewatering facility by the Belt Filter Press (BFP) feed pumps and is mixed with a polymer solution prior to the belt filter presses to enhance dewatering of the sludge. The dewatering facility has three BFP feed pumps and the engineer's specified Discflo pumps for this application.

The existing pumps have been in operation since 1999 and have exceeded their useful life; therefore, replacement of the existing pumps with the pumps specified by the design engineer is required.

Installation of the original equipment ensures continued compatibility with ancillary equipment associated with the sludge handling process. As such, City staff recommends that City Council approve the $100,653 sole source purchase of three replacement sludge pumps through Gerber Pumps International. Gerber Pumps International is an approved proprietary sole source vendor for the City of Cocoa.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$100,653
Account Number	421-4020-536.64-00, WS20SP
Account Name	Machinery and Equipment
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Replacement DISCFLO Pumps at the Dyal Water Treatment Plant through Gerber Pumps International, Longwood, Florida; Authorize the City Manager to Approve the Related Purchase Order

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powered by Legistar™

RESOLUTION NO. 2019-102

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 13th day of November, 2019.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2019-102

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of replacing three (3) DISCFLO Pumps, from Gerber Pumps International, Longwood, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

DISCFLO Pump

Quotation

1-Oct-19

CONDITIONS OF SERVICE				
Application	Patent Pending P6 Polymix BFP Feed			
QTY		3		
S.G.		1.02		
Viscosity (cps)		100		
Temp		AMB		
Design GPM		**50 - 150**		
Design TDH		**33'**		
BHP(design) kW/HP		3.5		
Discpac Dia		10"		
RPM (Pump)		VFD		
RPM (Motor)		1180		
BHP (Sppl'd) HP		**7.5**		
Motor		**IEEE 841**		
VOLTS/PH/Hz		460/3/60		
PUMP DATA				
Model #		**GPi402-12-2HHDL**		
Size		4 x 2 - 12		
Casing		CD4MCU		
Discpac		CD4MCU		
AST 70 Single Seal		SC/SC		
Shaft Sleeve		F255		
Base		316SS		
P6 PreMixer		316SS 4" x 18"		
Configuration		**Close-coupled**		
PRICING				
Pump (ea.)		$ 32,801.00		
Motor		Included		
P6 PolyMix System		Included		
VFD	NOT INCLUDED - REQUIRED			
Sub Total (3 units)		$ 98,403.00		
Freight		$ 2,250.00		
TOTAL		**$ 100,653.00**		
Wt-Pmp		800#/pump approx.		

Freight: Will bill exact freight NOT to exceed $750 per pump / $2250 total

FOB factory, Terms: Net 30 days Quote Valid Until December 15, 2019

Representative: Sealing Resources, Chan Prevatt, 386-623-1705

Gerber Pumps International, Inc. Standard Terms & Conditions are made part of this proposal. Quotation Vaild for thirty (30) days unless otherwise stated. Terms: Net 30 days after shipment or shipment readiness.

2100 N. Ronald Reagan Blvd., Suite 1056 Longwood, FL 32750 Ph 407.834.9104 / Fax 407.834.9105
sales@gerberpumps.com

DISCFLO PUMPS

July 13, 2018

Subject: DISCFLO PUMPS DISTRIBUTION

To whom it may concern:

This is to advise you that Gerber Pumps International, Inc. (GPi) is the sole Discflo Pump Distributor, of its propriety boundary layer/viscous drag Disc Pump design, for the Municipal, Pulp Paper and General Industrial markets and are responsible for sales in the states of FLORIDA, GEORGIA, ALABAMA, SOUTH CAROLINA and NORTH CAROLINA.

We believe GPi's expertise in these areas enhances Discflo's customer's satisfaction by ensuring proper design, application and installation of Discflo Pumps into these industries. Bert Gerber, PE, GPi President, has been a Discflo Distributor since 1991.

Representation is renewable on or before July 13, 2020. This authorization is valid until amended or revoked by Discflo Corporation.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Xochitl Aguirre
Discflo Corporation
President

Standard Terms and Conditions

1. **Acceptance**: Your order is accepted subject to the terms and conditions contained in the Proposal previously delivered to you by Gerber Pumps International, Inc. (hereinafter called the seller) and those set forth herein. The resulting agreement (hereinafter called the Agreement) shall constitute the sole and entire agreement between you (hereinafter called the Purchaser) and the Seller with respect to the goods (as defined below) which are the subject of the Agreement.

2. **Warranty**: The Seller's warranty obligation with regard to goods not of its own manufacture is limited to the warranty extended to the Seller by the Supplier, copies of which are to be supplied upon request. In no event will Seller have any other obligation or liability for damages (including but not limited to special or consequential damages) arising out of or in connection with the performance of the goods provided under this Agreement. Except as expressly set forth in the paragraph 2, no other warranties and guarantees, expressed or implied, including the warranties of merchantability or fitness for a particular purpose, will apply to any goods to be provided under this agreement.

3. **Delivery and Risk of Loss**: Delivery shall be made at the place specified in the Seller's price quotation. Upon delivery to such place or to a carrier at such place, as stated by such price quotation, the risk of loss shall be solely on Purchaser and Seller hereby disclaims any responsibility for damage to or loss of goods after such delivery, regardless of any terms in the Agreement with respect to transfer of title. The point of origin of shipment, the methods of transportation, the methods of packing and the handling of shipments are optional to Seller. If the point of delivery is specified by Purchaser at one destination and reforwarded, the reforwarding shall be at Purchasers expense. If delivery is offered to Purchaser at a specified destination and refused for any reason whatsoever, whether or not within control of the Purchaser, Purchaser shall be liable for all transportation and warehouse expenses incurred by Seller. Shipping schedules and statements as to expected date of shipment by Seller represent Seller's best estimate and shipment in accordance with such estimate is not guaranteed.

4. **Force Majeure**: Seller will not be responsible for any delay or failure to meet any of its obligations under this Agreement due to Acts of God, the government or public enemy, riots, embargoes, strikes or other concerted acts of workmen, casualties or accidents, deliveries in transportation and shortage of cars, fuel, power, labor materials, or any other causes, contingencies, or circumstances within or without the United States beyond Seller's reasonable control, whether of a similar or dissimilar nature, which prevent or hinder the design, manufacture or delivery of the goods or the performance hereunder. Any such causes of delay even though existing on the date of this Agreement, shall extend the time of Seller's performance by the length of delays occasioned thereby, including delays reasonably incident to the resumption of normal production.

5. **Terms of Payment**: Terms of payment shall be as specified in the Seller's Proposal. Plus 18% service charge per annum on overdue accounts. If delivery is delayed by the Purchaser for any cause, payments shall become due from the date on which the Seller is prepared to make shipment, or in case of goods to be manufactured for Seller by supplier, from the date on which Supplier is prepared to make shipment to Seller. In either case, storage shall be at Purchaser's risk and expense. If manufacture of goods is delayed by Purchaser for any reason, a partial payment based on the proportion of the order completed shall become due from the date on which the Seller is notified of the delay. If, in the sole judgement of the Seller, the financial condition of Purchaser at any time does not justify continuance of production or shipment on the terms of payment specified in the Seller's proposal, the Seller may require full or partial payment in advance of production or delivery.

6. **Changes or Alterations to Specification**: Prices quoted in the Seller's proposal are based entirely on equipment and materials specified in the specifications. No changes, other than minor improvements made by the Seller without charge will be made except by mutual agreement both as to the cost and nature of the change and only when approved in writing by Seller and Purchaser.

7. **Conflicting Terms**: Should any of the terms and provisions of Purchaser's order be in any way inconsistent with the terms and conditions herein or in Seller's proposal, the same shall not be binding on the Seller and shall not be considered applicable to this Agreement or the sale contemplated hereby. Should any of the terms and provisions of Seller's Proposal be inconsistent in any way with the terms of the Seller's General Terms and Conditions, the terms of the Seller's proposal shall prevail. No waiver, modification or alteration of any of the provisions hereof shall be binding unless contained in writing signed by an executive officer of Seller at its home office in Winter Springs, Florida.

8. **Cancellation**: Upon cancellation by Purchaser of all or any part of an order, the Purchaser shall pay the Seller the Purchaser Order Price for all components separately priced and delivered prior to the receipt by Seller of the notice of cancellation, and a pro rata portion of the Purchase Order Price for all components delivered and not separately priced on the Purchase Order. In regard to undelivered material at the time of cancellation, the Purchaser shall pay the Seller the full cost of work in progress and any raw materials or supplies used, or for which commitments have been made in connection with this order, including engineering, selling, freight, insurance and administrative overhead, plus Seller's normal profit on such orders.

9. **Duties and Taxes**: Unless otherwise specified in the Seller's Proposal, Purchaser shall pay all duties and excise, sales, use or similar taxes which may be levied, assessed or otherwise become due on account of the goods delivered hereunder.

10. **Penalty Clauses**: No penalty clause of any description including and liquidated damages provision, is acceptable unless expressly set forth in full in writing signed by an officer of the Corporation.

11. **Limitation of Liability**: Seller shall not be liable to Purchaser and/or its customer for loss of anticipated profits, loss by any reason of plant shut-down, non operation or increased expense of operation of any equipment or any other indirect, incidental, special or consequential loss or damage, regardless of the form of action, arising out of or attributable to any defect of deficiency in the performance of, or any breach of, any of the representations, warranties, covenants or undertakings set forth in, or in any other terms or conditions of this Agreement.

12. **Costs of Collection**: Should it become necessary to collect any sums due hereunder to Seller through an Attorney, Purchaser hereby agrees to pay all costs of collection, including reasonable Attorney's fees at all trial and appellate levels.

13. **Goods Defined**: The terms "goods" as used herein, means those articles, materials, drawings, data and other property and all services, including design, delivery, installation, inspection, testing and expediting, specified or required to furnish the property covered by this Agreement.

14. **Indemnification**: NO Indemnification is included in our pricing. Any indemnification granted will be at ADDITIONAL COSTS and be limited in amount as to what can be purchased from our insurance provider and to the Duration of Time.

15. **Governing Law**: This Agreement shall be construed under and governed by and in accordance with the laws of the State of Florida.

DISCFLO CORPORATION

TERMS OF SALE

TERMS OF PAYMENT

See Gerber Pumps International, Inc. quotation.

PRICES

Prices are firm for 60 days unless stated otherwise. Prices do not include any Federal, State or local Sales or use taxes or insurance, which may apply to sale. All prices are F.O.B. Santee, California. Typographical and stenographic errors are subject to correction.

DELIVERY

All shipping dates are tentative based on current equipment availability. Discflo Corporation is not responsible for damages or losses due to delays for any cause.

CHANGES

Notice of changes in orders must be made and confirmed in writing.

INSPECTION OF EQUIPMENT

Upon arrival of the equipment at the customer's facilities, or at any other place at which the customer has ordered the equipment delivered in accordance with the order. The customer shall immediately inspect the equipment and shall give written notice to Discflo Corporation within 48 hours after arrival of the equipment of any claim that the equipment does not conform to the specifications or terms of the order.

RETURNS

Orders accepted by the customer cannot be returned without prior consent from an authorized individual of Discflo Corporation, the use of a Return Material Authorization (RMA) form and the issuance of an RMA number by Discflo Corporation. The RMA number must be clearly displayed on the outside packing of the returned goods. **SHIPMENTS SENT WITHOUT AN RMA NUMBER WILL NOT BE ACCEPTED**. Shipping charges on authorized returns are to be prepaid by the customer unless otherwise specified. No returns permitted on modified, special or submersible pumps. Other Discflo equipment must be returned within 30 days. All returned goods are subject to a 25% restocking charge.

CANCELLATIONS

In the event the quotation results in an order that is canceled or terminated by the customer, the customer agrees to pay to Discflo Corporation plus the actual cost of labor, materials, overhead and related direct costs and expenses incurred by Discflo Corporation in connection with the order. It being impossible to ascertain or estimate the entire or exact cost, damage or injury that Discflo may sustain by reasons of cancellation, and such sum is agreed to as seasonable compensation and not as a penalty.

LIMIT OF LIABILITY

Discflo Corporation is not liable or responsible for any loss, damage, injury to person or property or any direct or consequential damage arising from sale, installation, or use of this equipment. Discflo Corporation shall not be held liable for any losses or damages to the customer resulting from improper operation, care or abuse of this equipment. Discflo Corporation is not liable for any damage to process or product due to the sale, installation, or use of this equipment.

WARRANTY

Discflo warrants to the original purchaser that equipment of Discflo manufacturing is free from defects in material and workmanship for a period of 1 year from date of start up or 18 months from delivery whichever occur first.

Discflo guarantees to repair or replace FOB Discflo factory any equipment found to be defective, provided written notice of the alleged defect is received within the previously stated time period.

EXCLUDED FROM THE FOREGONG GUARANTEE ARE DAMAGES CAUSED BY ORDINARY WEAR AND TEAR, EROSION AND CORROSION OR BY MISUSE, ABUSE OR IMPROPER HANDLING BY THE PURCHASER OR ANY THIRD PARTY. DISCFLO CORPORATION MAKES NO ADDITIONAL WARRANTEE EXPRESSED OR IMPLIED. WHETHER OF MERCHANTABILITY FITNESS FOR PURPOSE, OR OTHERWISE, OTHER THAN STATED ABOVE, DISCFLO CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGE, NOR FOR ANY OTHER CLAIMS ARISING OUT OF THE SALE OR USE OF ITS EQUIPMENT BEYOND THE REMEDY STATED ABOVE.

Equipment parts or accessories manufactured by others carry the guarantee of the manufacturer only. Any warranties or claims which differ from the foregoing are unauthorized by Discflo Corporation and shall become the warranty safety of the party making them, unless specifically authorized in writing by an officer of Discflo Corporation.

Should any provision of the foregoing be held ineffective, the remaining provisions shall continue in full force and effect.

RISK OF LOSS

Discflo Corporation, shall not be liable for damages arising from its failure to make or delay in making delivery because of fire, flood, strikes, riots embargoes on freight by any government, accidents, insurrection, lockouts, breakdown of machinery, loss or damage of goods in transit, Act of God or any other circumstances or unavoidable cause beyond the control of Discflo Corporation. In no case shall Discflo Corporation be responsible for any liability, loss or damage after delivery of the equipment in good order and condition to the carrier or carriers at any point of shipment.

INDEMNIFICATION RIDER ($4,000 added to contract if required)

Gerber Pumps International, Inc. and _____ are parties to that certain contract dated ____ (the "prime contract"). This indemnity rider modifies that prime contract with respect to the subject matter contained in this rider. The intent of the parties to this rider is such that Gerber Pumps International, Inc. will only indemnify _____ to the extent a particular Loss is covered by Gerber Pumps International, Inc.'s insurance.

Subject to the terms and conditions set forth in this rider, Gerber Pumps International, Inc. ("Seller") will indemnify _____ (the "Buyer" or "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are awarded against Indemnified Party in a final non-appealable judgment (collectively, "Losses"), arising out of any third-party claim alleging: "bodily injury" or "property damage" caused by an "occurrence" that takes place in the "coverage territory" that is insured under those certain AmeriSure Mutual Insurance Company Common Policies Declarations, which Indemnified Party acknowledges carefully reviewing. Notwithstanding anything to the contrary in this Agreement, this section does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under another section of the prime agreement.

Notwithstanding anything to the contrary in this rider, Seller is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's: (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (b) bad faith failure to comply with any of its obligations set forth in the prime contract; or (c) use of the Products/Deliverables in any manner not otherwise authorized under the prime contract, or that does not conform with the then-current usage, instructions/guidelines/specifications.

Seller shall not be obligated to pay for any Losses until the amount of all such Losses exceeds, in the aggregate, $__20,000.00, in which event Seller shall only pay or be liable for Losses in excess of the Deductible. Seller is not obligated to reimburse Indemnified Party for any Losses that exceed, in the aggregate, $1,000,000.00.

Payments by Seller in respect of any Losses are limited to the amount of any liability or damage that remains after deducting from any insurance proceeds and any indemnity, contribution, or other similar payment actually received by Indemnified Party in respect of any such indemnity claim, less any related costs and expenses, including the aggregate cost of pursuing any related insurance claims and any related increases in insurance premiums or other charge-backs. Indemnified Party shall use its best efforts to seek to recover any insurance proceeds in connection with making a claim. Promptly after the realization of any insurance proceeds, indemnity, contribution, or other similar payment, Indemnified Party shall reimburse Indemnifying Party for such reduction in Losses for which Indemnified Party was paid before the realization of reduction of such Losses.

Regarding any payment made in respect of Losses, Seller may reduce it by an amount equal to any Tax benefit actually realized as a result of such Losses by Indemnified Party.

SELLER'S INDEMNIFICATION CONTAINED IN THIS RIDER SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF SELLER AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY DAMAGES COVERED UNDER THIS RIDER. IF THE PRIME CONTRACT CONTAINS A "CUMULATIVE REMEDIES" PROVISION, THIS PROVISION CONTROLS.

Indemnified Party shall give Seller prompt written notice (a "Claim Notice") of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under this rider. Indemnified Party's

failure to provide a Claim Notice to Seller under this rider does not relieve Seller of any liability that Seller may have to Indemnified Party, but in no event shall Seller be liable for any costs of Losses that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). Indemnified Party shall furnish promptly to Seller copies of all papers and official documents received in respect of any Losses.

Indemnifying Party's duty to defend applies immediately, regardless of whether Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

Seller may assume, at its sole option, control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this rider (an "Indemnified Claim") by sending written notice of the assumption to Indemnified Party on or before 30 Business Days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct, and control, through reputable independent counsel of its own choosing and at Indemnifying Party's sole cost and expense, the settlement or defense thereof.

If Seller assumes control of the defense, then Indemnified Party: (a) shall fully cooperate with Seller in connection therewith; and (b) may employ, at any time, separate counsel to represent it; provided, that Indemnified Party is solely responsible for the costs and expenses of any such separate counsel.

Indemnified Party may not settle or compromise any claim or consent to the entry of any judgment regarding which it is seeking indemnification hereunder without the prior written consent of Indemnifying Party, unless: (a) if the Indemnified Claim is one for which Indemnified Party properly gave Seller a Claim Notice, and Seller fails to assume the defense or refuses to defend the Indemnified Claim; or (b) such settlement, compromise, or consent: (i) includes an unconditional release of Seller from all liability arising out of such claim; (ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Seller; and (iii) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of Seller or any of Seller's affiliates.

THE DURATION OF THIS RIDER SHALL NOT EXCEED ONE YEAR FROM THE DATE SELLER DELIVERS THE EQUIPMENT THAT IS THE SUBJECT OF THE PRIME CONTRACT TO THE INDEMNIFIED PARTY.

Gerber Pumps International, Inc.

By:_____
Bert Gerber, President

_____

By:_____

Print:_____

Its:_____

Legislation Details (With Text)

File #:	19-519	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/17/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve a Budget Resolution Amending the FY2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-10 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone K Indian River Drive Septic to Sewer, Project No. WS20GS; Authorize the City Manager to Approve Related Purchase Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2020-10) BUSSEN MAYER $59585 (10-14-19) UT.pdf T.O. 2020-10 - Proposal.pdf Budget Resolution FY 2020 (003).pdf BAF 20-010-T -UT-WS20GS Gravity Sewer (11-13-19) Agenda 19-519.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 15, 2019
Agenda Date: November 13, 2019
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Budget Resolution Amending the FY2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-10 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone K Indian River Drive Septic to Sewer, Project No. WS20GS; Authorize the City Manager to Approve Related Purchase Order

BACKGROUND:

On August 23, 2016, City Council approved an Interlocal Agreement with Brevard County to determine the distribution of the revenues derived from the half-cent discretionary infrastructure sales tax consistent with the Save Our Lagoon Plan. The Interlocal Agreement also provided for the distribution of the TMDL/BMAP credits to the various local governments within Brevard County.

In February 2017 the “Save Our Indian River Lagoon (SOIRL) Project Plan Update” document was created for Brevard County and outlined local projects planned to meet water quality targets and improve the health, productivity, aesthetic appeal, and economic value of the lagoon. The document

has been updated since the original with the current version being March 2019. Included in the document are two areas located within the City of Cocoa that are identified as potential locations for septic system removal through connection to the City of Cocoa sewer system. The two areas are labeled “City of Cocoa - Zone J” and “City of Cocoa - Zone K”.

This Task Order is for City of Cocoa - Zone K which is located along Indian River Drive, from the south line of Tax ID #24-36-00-16 northward to the centerline of Dixon Boulevard (approximately 4,700 LF) and includes approximately 43 lots. Department Staff performed a cursory review of the area and determined that in addition to the gravity sewer extension along Indian River Drive, possibly new lift station(s) or modifications to existing lift stations including associated forcemain may be needed to complete the project.

On December 12, 2017, the City of Cocoa approved the contract with Bussen-Mayer Engineering Group, Inc. for RFQ Q-17-16-COC to provide engineering services for design, permitting, and services during construction of utility conveyance systems upgrades and expansions.

This Task Order with Bussen-Mayer Engineering Group, Inc. provides the required surveying, existing utilities investigation, soils analysis, and preliminary engineering design required for further technical assessment of project feasibility, scope, and projected cost. Final design and permitting services are not included and are dependent on survey, geotechnical, and preliminary engineering results.

Staff will be pursuing SOIRL funding to pay for this project to include preliminary engineering services thru final construction. This agreement would come to Council for approval at a later date.

Staff recommends approval of Task Order 2020-10 with Bussen-Mayer to provide the required surveying, investigation, and preliminary engineering design services for this project.

STRATEGIC PLAN CONNECTION:

The health of the Indian River Lagoon is vital to not only the marine life but as a recreational amenity to not only the City of Cocoa but to the surrounding counties and municipalities.

BUDGETARY IMPACT:

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

Budget Adjustment Form # 20-010-T

Amount Requested	$59,585
Account Number	421-4055-536.31-03, WS20GS
Account Name	Infrastructure
Source of Funds:	421-4010-536.39-00, Contingency

PREVIOUS ACTION:

On August 23, 2016, City Council approved an Interlocal Agreement with Brevard County to determine the distribution of the revenues derived from the half-cent discretionary infrastructure sales tax consistent with the Save Our Lagoon Plan.

On December 12, 2017, the City of Cocoa approved the contract with Bussen-Mayer Engineering Group, Inc. for RFQ Q-17-16-COC to provide engineering services for design, permitting, and services during construction of utility conveyance systems upgrades and expansions.

RECOMMENDED MOTION:

Approve a Budget Resolution Amending the FY2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-10 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone K Indian River Drive Septic to Sewer, Project No. WS20GS; Authorize the City Manager to Approve Related Purchase Order

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October 14, 2019

Katherine Ennis, Deputy Director
City of Cocoa Utilities Department
351 Shearer Blvd
Cocoa, FL 32922
(Via E-Mail kennis@cocoafl.org and US Mail)

RE: INDIAN RIVER DRIVE - GRAVITY SEWER (AREA K)
CITY OF COCOA TASK ORDER NUMBER: 2020-10
BUSSEN-MAYER PROJECT NUMBER: 402205

Dear Ms. Ennis:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this Task Order quote and proposal under our Continuing Consultant Contract with the City of Cocoa Utilities Department, for professional engineering, surveying, and consulting services relating to the above referenced project. We understand that this project consists of a proposed gravity sewer extension along Indian River Drive, from the south line of Tax ID #24-36-00-16 northward to the centerline of Dixon Blvd. (approximately 4,700 LF). One or Two lift stations will be required, along with associated forcemain, to connect to the existing CCUD system. The lift station at Dixon Blvd. may also be utilized and/or modified as needed to accomplish the project. The proposed gravity sewer system has the potential to provide service to approximately 43 existing homes and parcels along Indian River Drive.

This proposal generally provides the required surveying, existing utilities investigation, soils analysis, and preliminary engineering design required for further technical assessment of project feasibility and projected cost. Final design and permitting services are not included. Easement acquisition is not anticipated as a requirement. The project is proposed within the limits of the existing Indian River Drive right-of-way.

Based on this information we propose to provide the following specific scope of services in a timely fashion;

A. SURVEYING SERVICES

1. We will request underground utility locates through the Sunshine One Call process, prior to completion of the right-of-way survey. We will locate all above ground surface markings provided by the utility company representatives and reflect available information on the final survey. We will also conduct coordination and send utility location letters to representatives from AT&T, FPL, City Gas, and CCUD, in order to request any record information that is available for their specific utilities. (Note! Soft-digs not included - to be addressed with final design).

2. We will establish baseline control points (construction baseline) and benchmark locations for construction purposes.

3. We will provide survey stakeout and boring locations as necessary for the geotechnical services described herein (i.e. design borings). We will obtain ground shots at each boring location.

4. We will prepare a Right-of-Way Survey of the project limits, based on the recorded right-of-way deeds or maps available to the Surveyor. The project survey limits will extend northward along Indian River Drive, from the south line of Tax ID #24-36-28-00-16 (end of current gravity sewer system) to the centerline of Dixon Blvd.

   The boundary survey will include field flagging of existing right-of-way monumentation and/or setting of new corner monumentation as required. Right-of-way monuments will be placed at the PC and PT of all curves in the road or at 1,000 foot intervals (max). The survey will meet Florida Minimum Technical Standards and will be prepared in our standard 24"x36" format.

5. We will complete a topographic investigation of the project limits, extending 25 feet outside of each project limit or right-of-way line. This topographic investigation will include the location of above ground improvements within the project limits, together with elevations on a 100 foot grid (max). Sections will be taken at 100 foot intervals. Complete data (inverts, rims, pipe size, etc.) will be obtained for any existing drainage improvements or sewer system improvements within the project limits. Finish floor and sewer outlet elevations for critical existing homesites (as determined by engineer) is also included. All topographic information will be shown together with the boundary survey, and will be based on NAV Datum of 1988.

6. Deliverables to include two (2) copies of the certified survey, together with an AutoCAD copy and a pdf. copy of the survey in digital format.

B. ENGINEERING SERVICES

1. We will collect and review available data from the City and utilities companies on existing and proposed facilities, sizes, elevations, materials, and operational data. This includes a detailed on-site inspection. All available data will be included in the project existing conditions info presented in the plans.

2. We will complete a Geotechnical exploration and evaluation report including relevant pavement cores along the alignment (by Ardaman and Associates – subconsultant). Pavement cores with 20' deep borings will be completed at 1,000 ft. intervals (5 bores total with 3 in pavement and 2 adjacent to road).

3. We will prepare all required exhibits and attend one (1) open house - style public meeting to receive public input for the project.

4. We will prepare 30% Documents for review by the City's Utilities Department. These documents will include, at a minimum, the following information:

   a) Existing conditions and right-of-way data from survey
   b) Gravity sewer routing and alignment
   c) Lift Station and forcemain locations
   d) Preliminary plan and profile drawings with proposed gravity sewer depth/inverts

We have prepared this proposal based on the following assumptions and conditions:

1. Final Design, permitting, bidding and construction phase services are not included. A separate proposal can be provided upon completion of this preliminary engineering phase and further development of the project scope.

2. Full lift station design is not included.

3. Right-of-way and/or easement acquisition not included (not anticipated as a requirement).

4. Surveying services will meet Florida Minimal Technical Standards as set forth in Chapter 61G17-6 F.A.C. pursuant to Section 472.027 F.S.

5. Elevations to be based on NAVD 1988 datum; survey control to be based on NAD1983 datum (State Plane Coordinates).

6. Roadway realignment, structural design, and/or drainage system redesign is not included (not anticipated as a requirement).

7. ESTIMATED PROJECT SCHEDULE
(NTP = Notice to Proceed)

a.	Surveying Services	120 days from NTP
b.	Geotechnical Report	60 days from NTP
c.	30% submittal	150 days from NTP and receipt of permits

Our proposed lump sum fee for providing the above described services would be as follows:

A.	SURVEYING SERVICES	$ 31,610.00
B.	ENGINEERING SERVICES	$27,975.00
	TOTAL	$59,585.00

These fees are based on the estimated man-hour breakdown attached and our standard hourly rates, as itemized and reflected in Exhibit "A" attached.

Invoicing for this project will be in accordance with the following schedule:

INVOICE PROCEDURES AND PAYMENT: BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **BUSSEN-MAYER ENGINEERING GROUP, INC.** will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this TASK ORDER is an addendum to the master contract approved by the City of Cocoa on June 12, 2012 for engineering design, permitting and services for construction of utility conveyance system upgrades and expansions, and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please feel free to contact the undersigned. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for this project. Thank you for the opportunity to provide these services; we look forward to working with you on this important project.

Sincerely,

BUSSEN-MAYER ENGINEERING GROUP, INC.



Joseph W. Mayer, P.E.
President

Cc: Jack Walsh, P.E., Director

APPROVED BY:

_____ _____
City Manager Date:

Exhibit "A"
Man-Hour Breakdown-Basic Scope
INDIAN RIVER DRIVE - AREA K
BMEG#402205
10/14/19

	Hours	Rate	Subtotal		
A. SURVEYING SERVICES					
1. Sunshine One utility locates					
Surveyor	8.00	$ 105	$ 840		
2-Man Field Crew	20.00	$ 100	$ 2,000		
AutoCAD Technician	6.00	$ 70	$ 420		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	3,440
2. Establish construction baseline and benchmark locations.					
Surveyor	4.00	$ 105	$ 420		
2-Man Field Crew	6.00	$ 100	$ 600		
AutoCAD Technician	6.00	$ 70	$ 420		
			Subtotal	$	1,440
3. Survey stakeout for coring locations.					
Surveyor	2.00	$ 105	$ 210		
2-Man Field Crew	4.00	$ 100	$ 400		
AutoCAD Technician	2.00	$ 70	$ 140		
			Subtotal	$	750
4. Right-of-Way survey.					
Surveyor	18.00	$ 105	$ 1,890		
2-Man Field Crew	40.00	$ 100	$ 4,000		
AutoCAD Technician	80.00	$ 70	$ 5,600		
			Subtotal	$	11,490
5. Topographic survey.					
Surveyor	18.00	$ 105	$ 1,890		
2-Man Field Crew	80.00	$ 100	$ 8,000		
AutoCAD Technician	60.00	$ 70	$ 4,200		
			Subtotal	$	14,090
6. Deliverables/reimbursables					
			Subtotal	$	400
			SURVEYING SERVICES TOTAL		**$ 31,610**

B. ENGINEERING SERVICES					
1. Collect review of available data.					
Project Engineer	2.00	$ 135	$ 270		
Project Manager	6.00	$ 115	$ 690		
Engineering Technician	6.00	$ 85	$ 510		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$ 1,650	
2 Soils Testing (Ardaman)					
			Subtotal	$ 6,400	
3. Public meeting plus exhibits					
Project Engineer	10.00	$ 135	$ 1,350		
Project Manager	10.00	$ 115	$ 1,150		
AutoCAD Technician	32.00	$ 70	$ 2,240		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$ 4,920	
4. Preparation of 30% documents for review by Client.					
Project Engineer	12.00	$ 135	$ 1,620		
Project Manager	24.00	$ 115	$ 2,760		
Engineering Technician	24.00	$ 85	$ 2,040		
AutoCAD Technician	72.00	$ 70	$ 5,040		
Office Assistant	5.00	$ 45	$ 225		
			Subtotal	$ 11,685	
5. Preparation of cost estimate					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	6.00	$ 115	$ 690		
Engineering Technician	12.00	$ 85	$ 1,020		
			Subtotal	$ 2,520	
6. Reimbursables					
			Subtotal	$ 800	
				ENGINEERING SERVICES TOTAL	**$ 27,975**
				TASK ORDER SERVICES TOTAL	**$59,585**

RESOLUTION NO. 2019-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of November , 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7869441&GUID=97B9396C-B0D5-4E44-9F7A-C4E531D10503* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	19-529	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/24/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Request Authorization for the City Manager to Approve a Blanket Purchase Order for FY-2020 Inventoried Fuel Purchases utilizing the School Board of Brevard County fuel and oil contract #18-B-021-NC with Glover Oil Company of Melbourne FL. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Contract ITB 18-B-021-NC.pdf FILE 17-528.pdf CLERKS J.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2019
Agenda Date: November 13, 2019
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith P.E., Public Works Director
Requested Action:
Request Authorization for the City Manager to Approve a Blanket Purchase Order for FY-2020 Inventoried Fuel Purchases utilizing the School Board of Brevard County fuel and oil contract #18-B-021-NC with Glover Oil Company of Melbourne FL.

BACKGROUND:

The City of Cocoa owns and operates a fleet fueling facility with a total storage capacity of 18,000 gallons of gasoline and 11,500 gallons of diesel with four fueling dispensers. There are two dispensers each for gasoline and diesel. The City's fleet of vehicles and equipment consumes over 180,000 gallons of fuel annually. The fuel is inventoried through the Fleet GO inventory system and is purchased through the School Board of Brevard County Fuel and Oil Contract #18-B-021-NC with Glover Oil Company. The fuel is billed through the Fleet Management Operating System, Automated Fueling System and, CentralSquare Financial System to City Departments' fuel accounts, as shown in the Budgetary Impact.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

Blanket Purchase order to Glover Oil Company in the amount of $532,975 covering FY-2020 City Department fuel expenditures from Departmental 5230 Fuel accounts back to Fleet GO Inventory account 001-0000-141.2000

ACCOUNT#	DESCRIPTION	BUDGET
001-1103-516.52-30	FUELS & LUBRICANTS	$359
001-1600-513.52-30	FUELS & LUBRICANTS	$179
001-2100-521.52-30	FUELS & LUBRICANTS	$147,736
001-2132-524.52-30	FUELS & LUBRICANTS	$2,098
001-2200-522.52-30	FUELS & LUBRICANTS	$2,576
001-2201-522.52-30	FUELS & LUBRICANTS	$33,343
001-3200-515.52-30	FUELS & LUBRICANTS	$6,000
001-3500-519.52-30	FUELS & LUBRICANTS	$305
001-3510-541.52-30	FUELS & LUBRICANTS	$14,754
001-3520-572.52-30	FUELS & LUBRICANTS	$30,553
001-3540-519.52-30	FUELS & LUBRICANTS	$1,701
001-3560-519.52-30	FUELS & LUBRICANTS	$10,640
001-3580-519.52-30	FUELS & LUBRICANTS	$790
421-1515-536.52-30	FUELS & LUBRICANTS	$46,892
421-4010-536.52-30	FUELS & LUBRICANTS	$7,936
421-4025-536.52-30	FUELS & LUBRICANTS	$138,398
421-4055-536.52-30	FUELS & LUBRICANTS	$10,458
421-4120-536.52-30	FUELS & LUBRICANTS	$18,929
421-4125-536.52-30	FUELS & LUBRICANTS	$31,088
423-3570-538.52-30	FUELS & LUBRICANTS	$28,240
		$532,975

PREVIOUS ACTION:

City Council previously approved participating in the School Board of Brevard County Contract 18-B-021-NC at the December 12, 2017, Council meeting under Multi-year Contracts agenda file #17-526.

RECOMMENDED MOTION:

Request Authorization for the City Manager to Approve a Blanket Purchase Order for FY-2020 Inventoried Fuel Purchases utilizing the School Board of Brevard County fuel and oil contract #18-B-021-NC with Glover Oil Company of Melbourne FL.

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School Board of Brevard County
Office of Purchasing & Warehouse Services
2700 Judge Fran Jamieson Way
Viera, Fl 32940-6601
Desmond K. Blackburn, Ph.D., Superintendent

Brevard Public Schools
THE FUTURE OF FLORIDA'S SPACE COAST

November 28, 2017

Ken Marshall
Glover Oil Company Inc.
3109 S. Main Street
Melbourne, FL 32901

RE: **NOTICE OF AWARD**
ITB 18-B-021-NC: Diesel, Gasoline & Fuel Oils

Dear Mr. Marshall:

The School Board of Brevard County, Florida, meeting in official session on November 21, 2017 voted to award the item(s) noted and highlighted on the enclosed recommendation/tabulation to the following company:

Glover Oil Company, Inc. Melbourne, FL

The contract term is three years from November 21, 2017 with the option to renew annually for up to one additional two-year period. You may view the solicitation and all associated documents for this bid at: **http://www.demandstar.com/** or **http://www.myvendorlink.com**.

This letter is ONLY notification of award of the solicitation. Purchase Orders shall be placed as needed.

If applicable, please provide certificate of insurance and W-9 as required per contract terms and conditions to the buyer listed below.

Please contact Nick Canjar, Buyer II at 321-633-1000 ext. 630 or by email at Canjar.James@Brevardschools.org if you should have any questions. Thank you for your continued interest in the School District of Brevard County.

Sincerely,

Ed Parker, CPPO, CPPB
Director of Purchasing and Warehouse Services

Enclosure
CC: Bid Folder

Ed Parker, CPPO, CPPB
Director - Office of Purchasing & Warehouse Services
Phone: (321) 633-1000 Ext. 645 · FAX: (321) 633-3618
Warehouse: (321) 633-3680 Ext. 14100 • FAX: (321) 633-3698

BOARD

NOV 2 1 2017

APPROVED

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – November 21, 2017

PURCHASING SOLICITATION

ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils
Brevard County Public Entity Purchasing Cooperative Bid

☒ **(ITB)** Invitation To Bid	☐ **(ITN)** Invitation To Negotiate	☐ **(PB)** Piggyback
☐ **(RFP)** Request For Proposal	☐ **(RFQ)** Request For Qualifications	☐ **(SC)** State Contract
☐ **(SS)** Sole Source		

REQUESTOR: Purchasing Services

Legal Review: ☐ Yes ☒ No

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Glover Oil Company, Inc.	$1,700,000.00 annually	Diesel, Gasoline, and Fuel Oils
Total	$1,700,000.00 annually	

☐ **Contract Renewal**	**New Contract Amount**	$1,700,000.00
☐ **Recurring Contract**	**Previous Contract Amount**	Variable
☒ **New Contract**	**Variance**	$0.00

PRICE INCREASE / DECREASE EXPLANATION: New Bid was solicited and the low bid came in lower annually than last year.

DISCUSSION:
This solicitation represents cooperative procurement for the Brevard County Public Entity Purchasing Cooperative (Cooperative), in which the School Board of Brevard County is the lead agency. Local governmental entities within the Brevard County area, currently consisting of approximately 8 members, have entered into an Interlocal Agreement to create a cooperative purchasing group within our geographical area. The Cooperative was formed in an effort to develop collaborative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products, and lower administrative costs. Only members of the Cooperative are permitted to utilize this solicitation. The purpose of this invitation to bid is to provide firm markups/discounts per gallon for various fuels based on the Oil Price Information Services (OPIS) average daily price index for the Transportation Department and other agencies that are members for the Cooperative.

CONTRACT TERM:
The initial contract term shall commence November 22, 2017 and continue until November 21, 2020 with a one (1) two (2) year renewal period.

RECOMMENDATION:
It is the recommendation of Dr. Mark W. Mullins, Deputy Superintendent/Chief Operating, Arby Creach, Director of Transportation Services, and Randy Wheeler, Assistant Director of Transportation Services, and staff, to award the lowest responsive and responsible bidder as identified above and highlighted on the attached tabulation sheet. Request authority for the Director of Purchasing and Warehouse Services to renew the contract for one (1) additional two (2) year period. Contract renewal shall be contingent upon the Director of Transportation's request for continuance of services and annual contract review.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012 (9)

OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309
Date Solicited: Friday, August 25, 2017	
Date Opened: Thursday, October 12, 2017	
# Solicitated: 120	
# Planholders: 21	

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	No
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	Yes
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes
References Form	Yes
Certified Business Program Reciprocity Affidavit	Yes
Non-Disclosure for Confidential Materials	N/A
Bidder's Statement of Principal Place of Business	No
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	Yes
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	$0.0000	$2.1213	$2.1213	$7,447.88
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0000	$1.8241	$1.8320	$1,824.10
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.0395	$1.8241	$1.8636	$1,863.60
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.0395	$1.8241	$1.8636	$1,863.60

Recommended Award Key: Columns highlighted in yellow identify the recommended award.
All other bidders did not meet the definition of responsive and responsible for this bid as outlined in Section 2.11

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.		Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0195	$1.6538	$1.6740	$3,447,129.25
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.6538	$1.7633	$3,631,017.33
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1295	$1.6538	$1.7833	$3,672,201.67
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0399	$2.2189	$2.2588	$2,258.80
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,785,733.43**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0195	$1.7224	$1.7420	$213,525.58
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$224,557.96
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$227,009.60
				Subtotal:	**$665,093.14**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0195	$1.7204	$1.7399	$2,044,817.47
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7204	$1.8299	$2,150,589.97
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1295	$1.7204	$1.8499	$2,174,094.97
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0125	$1.7204	$1.7329	$2,036,590.72
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1000	$1.7204	$1.8204	$2,139,425.10
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1100	$1.7204	$1.8304	$2,151,117.60
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0155	$1.7204	$1.7359	$510,028.25
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1050	$1.7204	$1.8254	$536,324.42
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1150	$1.7204	$1.8354	$539,262.54
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,282,251.04**

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.					
	Date Solicited: Friday, August 25, 2017	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0195	$1.7224	$1.7419	$26,128.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$27,478.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$27,778.50
				Subtotal:	**$81,385.50**
	Lot 5				
10	K1 Dyed Kerosene	$0.4999	$2.8197	$3.3196	$3,319.60
				Subtotal:	**$3,319.60**
11	Wet Hose Fueling	$0.2199			
12	Off Road Wet Hose Fueling	$0.3999			
13	Percentage Mark Up For Purchases Made with Purchasing Card	0.025%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	$25.00			
15	Brand Names of Fuels	Marathon			
		Sunoco			
		Valero			
		Vitol			

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501-6813 David Zarfoss mocbids@mansfieldoil.com Phone: 1-800-255-6699 Fax: 1-678-450-2242
Date Solicited: Friday, August 25, 2017	
Date Opened: Thursday, October 12, 2017	
# Solicitated: 120	
# Planholders: 21	

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	846977
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	N/A
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes (No Seal)
References Form	Yes
Certified Business Program Reciprocity Affidavit	N/A
Non-Disclosure for Confidential Materials	N/A
Bidder's Statement of Principal Place of Business	Yes
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	Yes
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0372	$2.1213	$2.0841	$7,315.19
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501-6813 David Zarfoss mocbids@mansfieldoil.com Phone: 1-800-255-6699 Fax: 1-678-450-2242			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0079	$1.8241	$1.8320	$1,832.00
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0203	$1.6538	$1.6741	$3,447,335.18
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	No Bid	No Bid	No Bid	No Bid
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 1,2,3,4):	$3,456,482.37
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$214,003.66
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	$214,003.66
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0159	$1.7204	$1.7363	$2,040,586.58
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0093	$1.7204	$1.7297	$2,032,829.93
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0175	$1.7204	$1.7379	$510,615.87
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 6,7,8):	**$4,584,032.38**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$26,187.00
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$26,187.00**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	No Bid
11	Wet Hose Fueling	No Bid			
12	Off Road Wet Hose Fueling	No Bid			
13	Percentage Mark Up For Purchases Made with Purchasing Card	No Bid			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	No Bid			
15	Brand Names of Fuels	BP			
		EXXON			
		Various			

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804 Linda Stephens gnewton@petroleumtraders.com Phone: 1-800-348-3705 Option 4 Fax: 1-260-203-3820
Date Solicited: Friday, August 25, 2017	
Date Opened: Thursday, October 12, 2017	
# Solicitated: 120	
# Planholders: 21	

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	N/A
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	Yes
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes
References Form	Yes
Certified Business Program Reciprocity Affidavit	N/A
Non-Disclosure for Confidential Materials	Yes
Bidder's Statement of Principal Place of Business	Yes
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	N/A
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0509	$2.1279	$2.0770	$7,292.35
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.1279	$2.2454	$7,881.35
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.1375	$2.1279	$2.2654	$7,951.55

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	-$0.0059	$1.8308	$1.8320	$1,824.90
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.8308	$1.9483	$1,948.30
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.1375	$1.8308	$1.9683	$1,968.30
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0116	$1.6604	$1.6720	$3,443,010.82
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.6604	$1.7779	$3,661,081.90
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1375	$1.6604	$1.7979	$3,702,266.24
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0466	$2.2191	$2.2657	$2,265.70
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.2191	$2.3366	$2,336.60
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1375	$2.2191	$2.3566	$2,356.60
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,842,184.63**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$213,476.55
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$225,783.79
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$228,235.43
				Subtotal:	**$667,495.76**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0161	$1.7219	$1.7380	$2,042,584.50
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
7A	Bio Diesel, B-20 - Transport Tanker Delivery	-$0.0259	$1.7219	$1.6960	$1,993,224.00

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	-$0.0054	$1.7135	$1.7081	$501,860.28
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7135	$1.8310	$537,969.77
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7135	$1.8510	$543,846.01
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,313,513.96**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$26,122.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$27,628.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$27,928.50
				Subtotal:	**$81,679.50**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**No Bid**
11	Wet Hose Fueling	$0.2779	**Note Regarding Emergency Planning Storage Tank Cost:** Varies depending on size of tank and can be mutually agreed upon at time of need.		
12	Off Road Wet Hose Fueling	$0.4599			
13	Percentage Mark Up For Purchases Made with Purchasing Card	4.50%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	See Side Note			
15	Brand Names of Fuels	Flint Hills	Truman Arnold		
		Gulf Oil	Us Oil		
		Huguneot	Vitol		
		TransMontalgne			

Brevard Public Schools
Cost/Benefit Analysis
For Fiscal Year 2016-2017

Date of Board Meeting to be Submitted: November 21, 2017

Proposed Purchase/Program/Project
Diesel, Gasoline & Fuel Oils - ITB 18-9-021-NC

Detailed Description of Proposed Purchase/Program/Project
This contract will allow the district to purchase diesel, gasoline and fuel oils at the lowest price possible.

Estimated Costs

Start-up Costs	Description	Cost
Purchase price	N/A	$0.00
Salaries/Benefits	N/A	$0.00
Transportation	N/A	$0.00
Supplies/Equipment	N/A	$0.00
Purchased Services	N/A	$0.00
Total Start-up Costs		$0.00

Annual Recurring Costs		
Salaries/Benefits	N/A	$0.00
Transportation	N/A	$1,700,000.00
Supplies/Equipment		$0.00
Purchased Services	N/A	$0.00
Total Annual Recurring Costs		$1,700,000.00

Will this purchase/program/project generate revenue?	Yes	No	If so, please estimate the amount of revenue to be provided annually.
		X	

	Annual Revenue
N/A	$0.00

Will this purchase/program/project generate cost savings?	Yes	No	If so, please estimate the amount of savings to be provided annually.
		X	

	Annual Savings
N/A	$0.00

Please provide a detailed description of the benefits that will be gained and how the proposed purchase/program/project aligns to the strategic plan.
This contract will allow the district to purchase diesel, gasoline and fuel oils at the lowest price possible. We need fuel to operate district vehicles which includes everything from school busses for transporting to students to staff vehicles.

How does the proposed purchase/program/project align with the District's strategic plan?
Proactively Monitor and Analyze District-Wide Resources to Inform Budget Allocations and/or Potential Adjustments

Return on Investment	
Start-up Costs	$0.00
Number years pay back	
Annual Revenue	$0.00
Cost Savings	$0.00
Less: Annual Recurring costs	$1,700,000.00
Net Annual Revenue	($1,700,000.00)
Pay Back Period	0.00 Years

Chief Financial Officer — Date: 10/30/17

Principal / Director — Date: 10.24.17

Cabinet Member — Date: 10/26/17

Legislation Details (With Text)

File #:	17-526	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	11/29/2017		**In control:**	City Council	
On agenda:	12/12/2017		**Final action:**		
Title:	Approve Participating in a Cooperative Purchasing Multi-Year Contract thru the School Board of Brevard County, for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida for three years starting on November 21,2017 with the option to renew annually for up to one additional two-year period and approve an fiscal Inventory Blanket Purchase Order to Glover Oil Company for Inventoried fuel purchases throughout the duration of the Contract term. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ITB 18-B-021-NC Bid Diesel, Gasoline & Fuel Oils Tab Sheet Pending Board....pdf ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils - Board Approved.pdf ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils Web Packet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2017
Agenda Date: December 12, 2017
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
Approve Participating in a Cooperative Purchasing Multi-Year Contract thru the School Board of Brevard County, for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida for three years starting on November 21,2017 with the option to renew annually for up to one additional two-year period and approve an fiscal Inventory Blanket Purchase Order to Glover Oil Company for Inventoried fuel purchases throughout the duration of the Contract term

BACKGROUND:

On November 21, 2017 the School Board of Brevard County voted to award Glover Oil Company ITB contract #18-B-021-NC through an open bidding process, item (s) noted and highlighted on the attached tabulation. The contract is for Three (3) years beginning on November 21, 2017 with one (1) two-year extension option

The fuel contract pricing is based on the daily OPIS (Oil Price Information Service) through the awarded vender Glover Oil Company of Melbourne Florida.

- **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

5. Approve a Resolution Amending the FY2018 Budget through the use of General Fund Reserves in the amount of $57,000, for replacement and installation of four (4) 40 foot tall street lights along the US 1 corridor, and the purchase of three (3) decorative street lights that are utilized in the downtown Cocoa area. (18-295). (Public Works Director)

   - **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

6. Ordinance No. 07-2018/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (18-312). (City Attorney)

   - **Ordinance No. 07-2018 approved on First Reading. Advertisement for second reading to be handled by the City Clerk's office.**

MULTI-YEAR CONTRACTS:

7. Approval of a multi-year contract between Napa Genuine Parts Company and the City of Cocoa for Fleet Parts and Inventory Management Services, utilizing NJPA Contract No.061015 Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions effective September 1, 2018 and authorize the City Manager to sign the contract. (17-358). (Public Works Director)

   - **Approved. Agreement to be executed and distributed as necessary.**

8. Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2019 to December 31, 2019 and payments to eligible retirees for Medicare Part B reimbursement. (18-307). (Administrative Services Director)

   - **Approved. Contract to be executed and distributed as necessary.**

IX. INFORMATIONAL AGENDA:

Legislation Details (With Text)

File #:	19-541	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/29/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve a Blanket Purchase Order through July 21, 2020 to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions for parts purchases in FY-2020; Authorize the City Manager to Approve the Related Purchase Order up to $300,000. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FILE#17-358.pdf IBS-CONTRACT.pdf NAPA 061015-GPC Contract Extension 2018_0.pdf PARTS SUPPLIERS.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 29, 2019
Agenda Date: November 13, 2019
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith P.E., Public Works Director
Requested Action:
Approve a Blanket Purchase Order through July 21, 2020 to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions for parts purchases in FY-2020; Authorize the City Manager to Approve the Related Purchase Order up to $300,000.

BACKGROUND:

The Cocoa Fleet Division utilizes the Sourcewell NJPA Contract #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions. Through this contract, Fleet obtains service and repair parts for the City of Cocoa's vehicle fleet and equipment through NAPA Integrated Business Solutions Space Coast Auto Supply. This includes parts for over 450 City vehicles and equipment. As part of this contract, the Fleet Shop is equipped with a satellite NAPA Parts Store and NAPA Parts Manager. This allows the City to efficiently obtain parts for various repairs and maintenance activities which reduces vehicle and equipment downtime. The Parts Store allows for an on-site inventory and the City is only charged for parts used. This Blanket Purchase Order will allow for the Fleet Division to pay NAPA IBS and invoice parts costs to the applicable City

Department, as needed, on a monthly basis.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Budgeted Yes

Blanket Purchase Order to NAPA IBS Space Coast Auto Parts for vehicle and equipment parts purchase for Department/Divisions repair and maintenance accounts, as shown below for an amount not to exceed $300,000. The below chart shows the total adopted budget for repairs and maintenance in each division for FY2020. Vehicle repairs are included in the total adopted budget. Request of $300,000 is the estimated cost of repairs to the contract expiration date of July 21, 2020. Upon either the renewal of the existing contract extension or award of a new contract, staff will bring a subsequent agenda item to Council for approval to procure vehicle parts costs through the end of the fiscal year.

ACCOUNT#	DESCRIPTION	BUDGET
001-1103-516.46-03	REPAIR MAINT-VEHICLE	$950
001-2100-521.46-03	REPAIR MAINT-VEHICLE	$114,124
001-2132-524.46-03	REPAIR MAINT-VEHICLE	$950
001-2200-522.46-03	REPAIR MAINT-VEHICLE	$2,000
001-2201-522.46-03	REPAIR MAINT-VEHICLE	$69,255
001-3200-515.46-03	REPAIR MAINT-VEHICLE	$2,850
001-3500-519.46-03	REPAIR MAINT-VEHICLE	$862
001-3510-541.46-03	REPAIR MAINT-VEHICLE	$26,529
001-3520-572.46-03	REPAIR MAINT-VEHICLE	$15,839
001-3540-519.46-03	REPAIR MAINT-VEHICLE	$1,025
001-3560-519.46-03	REPAIR MAINT-VEHICLE	$16,875
001-3580-519.46-03	REPAIR MAINT-VEHICLE	$1,425
421-1515-536.46-03	REPAIR MAINT-VEHICLE	$11,260
421-4010-536.46-03	REPAIR MAINT-VEHICLE	$4,095
421-4020-536.46-03	REPAIR MAINT-VEHICLE	$35,865
421-4025-536.46-03	REPAIR MAINT-VEHICLE	$105,025
421-4055-536.46-03	REPAIR MAINT-VEHICLE	$7,555
421-4120-536.46-03	REPAIR MAINT-VEHICLE	$7,160
421-4125-536.46-03	REPAIR MAINT-VEHICLE	$32,975
423-3570-538.46-03	REPAIR MAINT-VEHICLE	$32,870
		$489,489

PREVIOUS ACTION:

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City Council approved a multi-year contract between NAPA Genuine Parts Company and the City of Cocoa for Fleet Parts and Inventory Management Services, utilizing NJPA Contract #061015 Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions at the July 24, 2018, Regular City Council Meeting, Agenda File # 17-358.

RECOMMENDED MOTION:

Approve a Blanket Purchase Order through July 21, 2020 to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions for parts purchases in FY-2020; Authorize the City Manager to Approve the Related Purchase Order up to $300,000.

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File #: 17-358, **Version:** 2

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2018
Agenda Date: July 24, 2018
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
Approval of a multi-year contract between Napa Genuine Parts Company and the City of Cocoa for Fleet Parts and Inventory Management Services, utilizing NJPA Contract No.061015 Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions effective September 1, 2018 and authorize the City Manager to sign the contract.

BACKGROUND:

The Public Works Fleet Management Division currently operates the City's Fleet parts counter and normally has on hand approximately $110,000 of inventory. Due to the increasing number of vehicles and different parts required to service the City's diverse fleet of vehicles and equipment, it is difficult to have in stock the right part at the right time, at the right price. Staff analysis concluded that performing this service in-house is neither efficient nor cost effective relative to inventory carrying cost, parts procurement and parts warehousing issues.

City staff researched alternatives to improve service internally to our departments. Staff learned there are many fleet management organizations outsourcing their parts counter to gain operational efficiency and cost savings. In this contract, the City will liquidate its existing parts inventory through the NAPA buyback program (NAPA will purchase our entire existing inventory at our cost). Then NAPA will staff and stock inventory within the Fleet facility. The City will pay only for parts that are installed at NAPA Contract cost plus 10% with an monthly estimated IBS Management of $6,925. Benefits to the City include:

- NAPA owns the inventory
- No obsolete inventory lost costs
- Guarantees parts staffing
- Increased mechanic productivity due to not having to order or look up parts
- Vendor buying leverage
- Ability to source directly to the manufacturer
- Ability to use volume purchasing to obtain higher discounts
- Vendor networking increases parts availability
- Better tracking of parts for better inventory management
- Increased parts availability
- Reduces shop space issues

- Units are repaired faster, reducing downtime
- One invoice per month

All pricing based on current store cost or OEM contractor's current acquisition cost. Genuine Parts (NAPA) at a 10% cost rate. The City would receive one monthly invoice for parts used versus multiple monthly invoices. Using NAPA IBS, Cocoa Fleet anticipates productivity savings in office and administrative staff time, improved Fleet staff availability, eliminating annual inventory purchases. The City will potentially reduce parts costs through direct parts purchasing using NAPA parts system savings $78,754 across department vehicle repair and maintenance cost (see attached customer information sheet). Fleet's current parts clerk will be reassigned to the shop floor adding an additional mechanic technician improving the Cocoa Fleet turnaround time lowing vehicle downtime from service and repair

Cocoa Fleet would not be the only municipal Fleet that has an Agreement with NAPA for parts and parts inventory management. Over the last year, several of the local fleets including: Melbourne, Brevard County Central Fleet, Brevard County Fire Fleet and over 25 other government organizations in the State of Florida have been using NAPA IBS for a number of years. NAPA has over 80 plus years of parts and parts management to draw from allowing the city to purchase both aftermarket and OEM Parts at direct pricing through their parts network. Through the Agreement Cocoa Fleet would improve operations and supply the Fleet Technicians the parts they need onsite. This could potentially move Fleet parts acquisitions from 15% across the counter to 70% across the counter in year one with an 80 to 95% moving forward. Staff believes this is the most cost effective way to reduce Fleet overhead cost, increase Fleet productivity, and reduce overall vehicle downtime. NAPA IBS could save 10 - 20% in overall parts purchases, eliminate all parts obsolescence, and bring overall inventory parts cost to zero. Additionally, as a NAPA IBS customer Fleet would have access to all NAPA shop Technician training center (Autotech) with both online and hands on automotive training covering all make vehicles, trucks, SUV and vans.

The NAPA IBS Agreement will form a partnership with our local community NAPA Auto Parts Store and they will continue to source OEM parts from local parts distributors as needed. The City will be responsible to pay NAPA on a monthly basis a management fee equal to ten percent (10%) of the total monthly net sales.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability- Outsourcing city operations in a manner that reduces long-term costs to the City will assist in getting the City on a fiscally sustainable path.

BUDGETARY IMPACT:

FY-2018 Budget - $6,925 from Fleets 001-3540-519.34 Contract Services

FY-2018 Budget- $1.733 Annual Net Cost Increase Automotive Stock Clerk upgrade to Fleet Mechanic
FY-2019 Budget - $6,925 per month ($83,100) Fleets 001-3540-519.3400 Contract Service
CITY OF COCOA DEPARTMENT PROJECTED FY2019
VEH-REPAIR MAIN BUDGETS

DEPART #	DEPARTMENT NAM	ACCOUNT NUMBE	2019 - 4603 VEH, PARTS &SER	USING IBS Parts
1103	INFORMATION TEC	001-1103-516.4603	$1,000	$810
1600	GENERAL FUND OI	001-1600-513.4603	$3,558	$2,965
2100	COCOA POLICE AD	001-2100-521.4603	$108,439	$90,366
2132	CODE ENFORCEMI	001-2132-524.4603	$2,000	$1,667
2200	FIRE ADMIN.	001-2200-522.4603	$2,170	$1,808
2201	FIRE OPERATIONS	001-2201-522.4603	$66,736	$55,613
3200	COMMUNITY SERV	001-3200-515.4603	$2,825	$2,354
3500	PUBLIC WORKS AD	001-3500-519.4603	$732	$610
3510	PUBLIC WORKS ST	001-3510-541.4603	$16,835	$14,029
3520	PUBLIC WORKS GR	001-3520-572.4603	$17,120	$14,267
3540	FLEET MAINTENAN	001-3540-519.4603	$600	$500
3560	FACILITIES MAINTE	001-3560-519.4603	$9,000	$7,500
3580	CAPITAL PROJECT	001-3580-519.4603	$1,000	$833
1515	FIELD SERVICES	421-1515-536.4603	$8,915	$7,429
4010	WATER / SEWER A	421-4010-536.4603	$3,520	$2,933
4020	DYAL	421-4020-536.4603	$34,362	$28,635
4025	WATER TRANS. DI	421-4025-536.4603	$95,885	$79,904
4055	UTILITIES ENGINEE	421-4055-536.4603	$6,640	$5,533
4120	SELLERS	421-4120-536.4603	$7,085	$5,904
4125	WFO SEWER MAIN	421-4125-536.4603	$42,210	$35,175
3570	STORM WATER	423-3570-538.4603	$33,274	$27,728
			$463,906	$386,565
				$77,341

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approval of a multi-year contract between Napa Genuine Parts Company and the City of Cocoa for Fleet Parts and Inventory Management Services, utilizing NJPA Contract No.061015 Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions effective October 1, 2018 and authorize the City Manager to sign the contract.

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INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF COCOA, FL

INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the 24th day of July, 2018 (the "Effective Date").

WITNESSETH

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter, "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #061015 on July 21, 2015 (hereinafter, "NJPA Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of NJPA (hereinafter, "Member"), the State of Florida and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to NJPA Members set forth in the NJPA Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such NJPA Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

301 Shearer Blvd., Cocoa, FL 32922
Fleet Manager: Tony Jones

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the NJPA Contract terminates or expires, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are two pricing options available to CUSTOMER. The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

CUSTOMER INITIALS: AT

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"
Non-NAPA Product Costs	Billed to CUSTOMER at a 25% gross profit rate (gross profit is acquisition cost divided by .75)

Operational Costs	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product Costs shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product Costs shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Costs shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $ see amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** _____

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

CUSTOMER INITIALS: _____

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by

NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for

Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Costs on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** [initials]

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. **INSURANCE.**

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

9. **NO LIENS.**

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. **PERSONNEL**. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. **WARRANTY/LIABILITY DISCLAIMER**. All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. **TERMINATION FOR CAUSE**. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. **EFFECT OF TERMINATION.** Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. **BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost.

CUSTOMER INITIALS: 

15. **CHANGE OF CONTROL.** NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

(a) A change in the management or ownership of CUSTOMER;

(b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. **LANDLORD CONSENT AND WAIVER.** Not Applicable.

17. **INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or

demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922
Attn: Dan Dvorak
Telephone: (321) 633-5585
Fax: (321) 633-5560

As to CUSTOMER: City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attn: City Manager
Telephone: (321) 433-8800

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing,

the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT**. Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By: _____
Name: John Titkanich
Title: City Manager

EXHIBIT A

ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a Space Coast Auto Supply, Inc. (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated 7/24, 2018 by and between Genuine Parts Company and City of Cocoa, FL (the "Integrated Supply Agreement").

Location(s): 65 Stone St., Cocoa, FL 32922

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on July 24, 2018.

IN WITNESS WHEREOF, the undersigned have set their hands this 24th day of July 2018.

ASSIGNOR:

GENUINE PARTS COMPANY

By: _____

Name: Dan Dvorak

Its: Southeast Division Vice President

ASSIGNEE:

Space Coast Auto Supply, Inc. [JOBBER]

By: _____ Name: Patrick Wolfe

Its: President

Agreed and acknowledged: City of Cocoa, FL [CUSTOMER]

By: _____ Name: **John Titkanich**

Its: City Manager

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

[NOTE TO DRAFT: PROFIT AND LOSS STATEMENT HAS BEEN UPDATED/REVISED]

Estimated Operating Expenses

Projection	Monthly Performa	% to SALES	Annual Performa	% to SALES	
SALES	**50,000**		**600,000**		**Parts Bill For Customer (Parts Billed at Cost +0%)**
Less Cost of Sales	50,000	100.00%	600,000	100.00%	
Sales Less Cost	0	0.00%	0	0.00%	
Less Handling Chrg	0	0.00%	0	0.00%	
GROSS PROFIT	0	0.00%	0	0.00%	
Advertising	0	0.00%	0	0.00%	
Net Salaries	0	0.00%	0	0.00%	
Travel	0	0.00%	0	0.00%	
Sales - Misc.	0	0.00%	0	0.00%	
G.M. Travel	0	0.00%	0	0.00%	
TOTAL SALES EXP.	**0**	**0.00%**	**0**	**0.00%**	
SALARIES - EXEC.	**0**	**0.00%**	**0**	**0.00%**	
PAYROLL - Acct.	450	0.90%	5,400	0.90%	Accounting & Data Processing Fee
-General Office	375	0.75%	4,500	0.75%	Fixed Expense @ .75% of sales
-Counter - J. S.	3,000	6.00%	36,000	6.00%	1 Parts Manager
-Delivery	0	0.00%	0	0.00%	No Drivers
TOTAL PAYROLL	**3,825**	**7.65%**	**45,900**	**7.65%**	
Bad Debts	0	0.00%	0	0.00%	
data proc	0	0.00%	0	0.00%	
Delivery - Ins	0	0.00%	0	0.00%	
Maintenance	0	0.00%	0	0.00%	
Truck Deprec.	0	0.00%	0	0.00%	
Dep- F & F.	0	0.00%	0	0.00%	
Empl. Ben. - Pen	0	0.00%	0	0.00%	
-Other	750	1.50%	9,000	1.50%	Health Insurance Premiums
Freight & Postage	300	0.60%	3,600	0.60%	
Insurance	350	0.70%	4,200	0.70%	General, Worker's Comp &Inventory
Interest	0	0.00%	0	0.00%	
Legal & Pro.	0	0.00%	0	0.00%	
L.H.&W.	0	0.00%	0	0.00%	
Rent	0	0.00%	0	0.00%	
Sta. & Shipping	0	0.00%	0	0.00%	
Stock Loss	0	0.00%	0	0.00%	
Store	100	0.20%	1,200	0.20%	Misc. Store Expenses (Fax Machine, Paper, Toner etc.)
Taxes (Not Income)	400	0.80%	4,800	0.80%	Payroll Taxes for Employees @ this Location
Telephone	0	0.00%	0	0.00%	
Travel (Not Sales)	0	0.00%	0	0.00%	
TAMS	1,200	2.40%	14,400	2.40%	TAMS Computer & Equipment Lease/Depreciation Expense, Maint./Support Fee's & Tams Misc. Expenses
Training	0	0.00%	0	0.00%	Training Materials for NAPA Employees
TOTAL MISC. EXP.	**3,100**	**6.20%**	**37,200**	**6.20%**	
Executive Fees	0	0.00%	0	0.00%	
TOTAL EXPENSES	**6,925**	**13.85%**	**77,004**	**12.83%**	
Operating Income	-6,925	-13.85%	-77,004	-12.83%	
Misc. Inc. Disc.(net)	0	0.00%	0	0.00%	
Others	6,925	13.85%	83,100	13.85%	**Operating Expense Reimbursement by City of Cocoa**
PROFIT	**5,000**	**10.00%**	**60,000**	**10.00%**	**Estimated Management Fee for City of Cocoa**

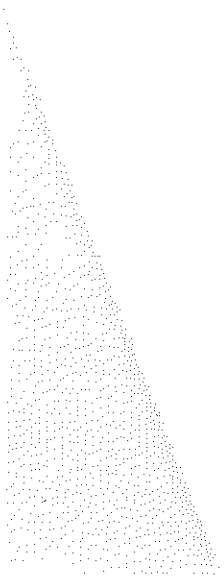


EXHIBIT C
NJPA CONTRACT

Contract Award
RFP #061015

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET RELATED MAINTENANCE EQUIPMENT, SUPPLIES SERVICES AND INVENTORY MANAGEMENT SOLUTIONS the undersigned warrants that he/she has examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, executions, technical specifications, service expectations and any special terms, do hereby propose, offer, confirm, and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable addenda to this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility at the sole discretion of responsibility in the proposed response herein and that the performance of any sub contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS) Date: June 10, 2015

Company Address: 2999 Circle 75 Parkway SE

City: Atlanta State: GA Zip: 30339

Contact Person: Jeff Kuntz Title: Vice President, NAPA IBS

Authorized Signature (ink only): _____ Jeff Kuntz
(Name printed or typed)

Form F

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined products, equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any written revisions to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 20 15 and continue for four years from the board award date. The contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized Signature: _____ NJPA Executive Director — Dr. Chad Coauette (Name printed or typed)

Awarded this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

NJPA Authorized Signature: _____ NJPA Board Member — Scott Veronen (Name printed or typed)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

Proposer hereby accepts this award including all accepted exceptions and NJPA clarifications identified on FORM C

Vendor Name: Genuine Parts Company/NAPA IBS

Vendor Authorized Signature: _____

Title: Vice President NAPA IBS (Printed name/title)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

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EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA, FL

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this 24th day of July, 2018 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and the **CITY OF COCOA**, a Florida municipal corporation ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of July 24, 2018 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "3. **TERM**. This Agreement shall begin the date this Agreement is fully executed and shall end on September 30, 2019, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract, except that this Agreement shall remain in effect through September 30, 2019 upon the expiration of the NJPA Contract on July 21, 2019. The expiration of the NJPA Contract on July 21, 2019 shall not be considered a "termination" of the NJPA Contract for purposes of determining when an automatic termination of this Agreement shall occur. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination."

3. Section 5(a) of the Agreement shall be amended by adding the foregoing:

"CUSTOMER makes no representations, warranties, promises, covenants, agreements, or guarantees of any kind whatsoever, whether express or implied, oral or written, relating to the usable space provided for the On Site Store. NAPA acknowledges that NAPA has not relied on any representation or warranties of any kind of the CUSTOMER or any agent of the CUSTOMER relating to the usable space. Except as provided in Section 5(d), NAPA further acknowledges and agrees that to the maximum extent permitted by law, the usable space is made available to NAPA on an "AS IS" condition and basis."

4. Section 5(c) of the Agreement shall be amended by adding the foregoing:

"NAPA employees shall be responsible for securing the On Site Store at the conclusion of each work day and otherwise as necessary."

5. Section 7 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER shall remit payment to NAPA for all invoices in accordance with the Florida Prompt Payment Act, s. 218.70, et seq., F.S.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) ***Product Costs.*** Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Outside Purchases or Services Costs.*** Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by NAPA.

(c) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary, payroll taxes and benefits payable to or in connection with employees who are located at or serve the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property or general liability insurance policies of NAPA, all equipment supplied by NAPA, freight and postage charges, inventory investment expense, any

restocking charges, cost of the use of the TAMS inventory management system in the On Site Store(s), training materials and expenses, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs or expenses incurred relative to the operation of the On Site Store(s). The Operational Costs estimated in Exhibit B represent the expected and agreed costs for the first year of this Agreement. On an annual basis, and sixty (60) days prior to the anniversary of the Effective Date of this Agreement, NAPA shall submit for CUSTOMER'S approval an updated Operating Expense Statement reflecting NAPA's expected Operational Costs. Except in emergency situations, NAPA acknowledges and agrees that any costs and expenses greater than five percent (5%) above the estimated Operational Costs on a total per month basis listed on the effective Operating Expense Statement must be approved by CUSTOMER's city council prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. Except in emergency situations, any costs and expenses above the estimated Operational Costs on a total per month basis which are five percent (5%) or less above the estimated Operational Costs must be approved by CUSTOMER's city manager prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. For purposes of illustration, and as established in Exhibit B, the estimated Operational Costs on a total per month basis for the first year of this Agreement shall be $6,925.00 per month. Thus, any amount exceeding $6,925.00 in Operational Costs in any month must be approved by either CUSTOMER'S city manager or city council as provided in this section. In the event that CUSTOMER requires NAPA to provide emergency back-up services or products in an emergency situation, the CUSTOMER's city manager's determination of an emergency shall constitute pre-approval of such overtime or product expenses. Pursuant to CUSTOMER's Financial Operations Manual policies, the city manager shall have the authority to contract for and authorize payment for purchases in an amount not exceeding $100,000.00. In such cases, the city manager shall notify the City Council of the emergency purchase thereafter.

(d) ***Management Fee.*** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at current jobber net store

Non-NAPA Product Costs and Outside Purchases and Services	acquisition cost Billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate
Operational Costs	Billed to CUSTOMER in accordance with subpart (c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for NAPA

NAPA Product Costs shall be billed to CUSTOMER at current jobber net store acquisition cost. Non-NAPA Product Costs and Outside Purchases/Services shall be billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate. Operational Costs will be charged to CUSTOMER in accordance with subpart (c) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the CUSTOMER during the preceding month at the costs set forth in the pricing plan summary above less purchase returns.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a zero percent (0%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement."

6. Section 8 of the Agreement (INSURANCE) is hereby deleted in its entirety and replaced with the following:

" **8. INSURANCE.** NAPA shall keep in force and at all times maintain during the term of this Agreement:

(a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form reasonably acceptable to CUSTOMER, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, personal injury, and products and completed operations.

(b) Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, including coverage for its employees located at the On Site Store, as required by Florida law, shall be provided.

(c) Insurance Certificates: NAPA shall provide CUSTOMER with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) reasonably acceptable to the CUSTOMER. Said Liability Policies shall provide that the CUSTOMER be an additional insured to the extent of NAPA's indemnification obligations herein. NAPA shall use reasonable commercial efforts to notify the CUSTOMER of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are reasonably acceptable to the CUSTOMER and licensed and authorized under the laws of the State of Florida.

(d) Personal Property: In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store."

7. The last sentence of Section 10 of the Agreement (PERSONNEL) is hereby deleted and replaced with the following: "If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, CUSTOMER will decide the issue in its sole discretion; provided that CUSTOMER will not request that NAPA remove or replace any of the NAPA personnel in the On Site Store(s) for reasons that are discriminatory or otherwise contrary to law."

8. Section 12(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

> " In the event that the other party fails or refuses to pay any amounts due under this Agreement in accordance with the payment provisions contained in the Amendment to this Agreement attached hereto;"

9. Section 13(a) of the Agreement (EFFECT OF TERMINATION) is hereby deleted in its entirety and replaced with the following:

" (a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any undisputed amounts due and owing to NAPA at the time of termination."

10. Section 14 of the Agreement is hereby amended by adding the following sentence to the end of the section:

"Upon CUSTOMER'S request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store."

11. The last sentence of Section 13(b) is hereby deleted in its entirety and replaced with the following: "The provisions and obligations of Sections 9, 11, 14, 17, 18, 25, 26, 27, 28, 29, 30, 31, 34 and 35 shall survive the termination of this Agreement for any reason."

12. Section 15 of the Agreement (CHANGE OF CONTROL) is hereby deleted in its entirety and replaced with the following:

" **15. CHANGE OF CONTROL.** Intentionally omitted."

13. Section 17 of the Agreement (INDEMNIFICATION) is hereby deleted in its entirety and replaced with the following:

" **17. INDEMNIFICATION.** NAPA shall indemnify and hold harmless CUSTOMER and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or resulting from: (a) the negligent acts or omissions or intentional misconduct of NAPA, its employees, officers, directors, or agents hereunder; (b) the breach of any provisions hereunder by NAPA; and (c) NAPA's violation of any applicable laws, rules and regulations. NAPA's indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for NAPA, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. NAPA shall in no way be liable to CUSTOMER for the negligent acts or omissions or intentional misconduct of CUSTOMER, its employees, officers, directors or agents.

The obligations contained in this provision shall survive termination of this Agreement."

14. Section 25 of the Agreement (CHOICE OF LAW) is hereby deleted in its entirety and replaced with the following:

" **25. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action by any party to this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be nonjury."

15. A new Section 31 shall be added to the Agreement as follows:

" **31. 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. A new Section 32 shall be added to the Agreement as follows:

" 32. **COMPLIANCE WITH STATUTES.** It shall be NAPA's responsibility to be aware of and comply with all applicable federal, state and local laws."

12. A new Section 33 shall be added to the Agreement as follows:

" 33. **SOVEREIGN IMMUNITY.** The CUSTOMER 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 CUSTOMER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CUSTOMER's potential liability under state or federal law. NAPA agrees that CUSTOMER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. 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."

13. A new Section 34 shall be added to the Agreement as follows:

" 34. **RIGHT TO AUDIT.** The CUSTOMER and its auditors, at CUSTOMER's sole cost and expense, shall be entitled to audit the books and records of NAPA to the extent that such books and records relate to the performance of this Agreement upon providing to NAPA at least ten (10) days prior written notice; provided that NAPA shall be required only to provide hard copies of records requested by the CUSTOMER that NAPA maintains electronically, and NAPA shall not be required to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Said records shall be made available, upon request, for audit purposes, to the CUSTOMER and its auditors. Such books and records shall be maintained by NAPA for a period of five (5) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing. Audits will be limited to once per calendar year."

14. A new Section 35 shall be added to the Agreement as follows:

" 35. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, NAPA agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of NAPA related to the services provided to the CUSTOMER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CUSTOMER, may be deemed to be a public record, whether in the possession or control of the CUSTOMER or NAPA; provided, to the extent allowed by law, that the

foregoing shall not include records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s) which relate to NAPA's business generally and do not specifically relate to the services provided to the CUSTOMER under this Agreement. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of NAPA are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CUSTOMER's designated custodian of public records.

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

NAPA is required to and agrees to comply with public records laws. NAPA shall keep and maintain all public records required by the CUSTOMER to perform the services as agreed to herein. NAPA shall provide the CUSTOMER, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. NAPA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, NAPA shall transfer to the CUSTOMER, at no cost, all public records in possession of the NAPA, provided the transfer is requested in writing by the City Clerk. Upon such transfer, NAPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, NAPA shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CUSTOMER, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CUSTOMER; provided that nothing in this section shall require NAPA to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Should the CUSTOMER not possess public records relating to this Agreement which are requested to be inspected or copied by the CUSTOMER or any other person, the CUSTOMER shall immediately notify NAPA of the request and the NAPA shall then provide such records to the CUSTOMER or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require NAPA to grant direct access (i.e. password protected access) to its proprietary computer systems. If the NAPA does not comply with a public records request, the CUSTOMER may enforce this Section to the extent permitted by law. NAPA acknowledges that if the NAPA does not provide the public records to the CUSTOMER

within a reasonable time, NAPA may be subject to penalties under Section 119.10, Florida Statutes. NAPA acknowledges that if a civil action is filed against NAPA to compel production of public records relating to this Agreement, the court may assess and award against NAPA the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the NAPA, be open and freely exhibited to the CUSTOMER for the purpose of examination, audit, or otherwise. Failure by NAPA to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the CUSTOMER upon delivery of a written notice of cancellation. If NAPA fails to comply with this Section, and the CUSTOMER must enforce this Section, or the CUSTOMER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to NAPA's failure to comply with this Section, the CUSTOMER shall collect from NAPA prevailing party attorney's fees and costs, and any damages incurred by the CUSTOMER, for enforcing this Section against NAPA. And, if applicable, the CUSTOMER shall also be entitled to reimbursement of all attorneys' fees and damages which the CUSTOMER had to pay a third party because of the NAPA's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and executed by their duly-authorized representatives effective as of the Amendment Effective Date.

GENUINE PARTS COMPANY

By: _____
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By: _____
Name: John Titkanich
Title: City Manager

DocuSign Envelope ID: E2F97BB7-0048-481D-AB25-2C1A00F514B0

Letter of Agreement
To Extend the Contract

Between

Genuine Parts Company dba NAPA Auto Parts (Vendor)
2999 Wildwood Parkway
Atlanta, GA 30339

And

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #061015-GPC) for the procurement of Fleet-Related Maintenance Equipment, Supplies, Services and Inventory Management Solutions. This Agreement has an expiration date of July 21, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on July 21, 2020. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

DocuSigned by:
By: Jeremy Schwartz, Its: **Director of Cooperative Contracts & Procurement/CPO**
78444D[illegible]84E3

Name printed or typed: **Jeremy Schwartz**

Date 5/30/2018 | 11:07 AM CDT

Genuine Parts Company dba NAPA Auto Parts

By: Jett Kuntz, Its: VP- NAPA IBS

Name printed or typed: JETT KUNTZ

Date 5/25/18

Fleet Maintenance
301 Shearer Blvd. I Cocoa, FL 32922
Phone: (321) 433-8766 I Fax: (321) 433-8768

TO: Parts Suppliers
FROM: Tony Jones, Fleet Manager
THROUGH: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
DATE: September 4, 2018
SUBJECT: NAPA Auto Parts

NAPA Auto Parts has been awarded an Integrated Parts Supply contract to provide parts and supplies for City of Cocoa vehicles, equipment and trailers and is the official parts procurement agent for the City of Cocoa Fleet Maintenance effective 9/1/2018.

Legislation Details (With Text)

File #:	19-549	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/30/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approve the First of Two One-Year Contract Extensions for Bid B-19-05-COC Awarded to US Lawn Services for Mowing & Maintenance of Various City areas for October 1, 2019 to September 30, 2020. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-19-05-COC FINAL MEMO.pdf B-19-05-COC Notice of Award.pdf B-19-05-COC Tabulation Sheet.pdf 60 Day Contract Extension.pdf Demand Star Bid B-19-05-COC as Published - Bid_Download_Owned_Doc.pdf B-19-05-COC - FY 2020 One Year Renewal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2019
Agenda Date: November 13, 2019
Prepared By: Gary Palmer, Facilities and Grounds Manager
Through: Bryant Smith, P.E., Public Works Director - City Engineer
Requested Action:
Approve the First of Two One-Year Contract Extensions for Bid B-19-05-COC Awarded to US Lawn Services for Mowing & Maintenance of Various City areas for October 1, 2019 to September 30, 2020.

BACKGROUND:

Bid 19-05-COC is for mowing and maintenance of various city areas including King Street (S.R.520) medians and rights of way, Cocoa Boulevard (US1) medians and selected rights of way, Water Field Operations, 533 Bernard Street, and the four cemeteries: Hilltop, Cocoa, Pinecrest, and Evergreen.

The S.R.520 and US 1 corridors are highly visible landscaped areas within the City. The volume of attention and the staffing needed to maintain these areas required staff to solicit bids from outside contractors. Staff received two (2) bids to maintain these areas, with US Lawns of Brevard the lowest responsive bidder. This contract requires the contractor to mow, edge, weed, utilize herbicide, as needed, as well as remove trash and green waste. These areas are to be maintained twice a month. The contract was awarded to US Lawns beginning October 1, 2018 for a one year term expiring

September 30, 2019, with two one-year renewals. Staff felt that the company was not performing to contract specifications, so a two-month contract extension was granted to US Lawns from October 1, 2019 to November 30, 2019. As the company has rectified the performance issues, staff desires to exercise the first of the two one-year extensions for the entire year through September 30, 2020.

STRATEGIC PLAN CONNECTION:

Contract Mowing provides additional resources towards maintaining higher profile areas improving the City of Cocoa's image and brand.

BUDGETARY IMPACT:

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

Amount Requested	$117,300
Account Number	_001-3520-572.34-09
Account Name	_Mowing Contracts

Amount Requested	$7,800
Account Number	_421-4025-536.34-00
Account Name	_Contract Services

PREVIOUS ACTION:

Bid B-19-05-COC was awarded by Council at the November 14, 2018, Regular Meeting to US Lawns for a one-year contract, with the option to extend the contract with two one-year renewals. This is the first renewal, which will expire on September 30, 2020.

RECOMMENDED MOTION:

Approve the First of Two One-Year Contract Extensions for Bid B-19-05-COC Awarded to US Lawn Services for Mowing & Maintenance of Various City areas for October 1, 2019 to September 30, 2020.

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

To: Frank Mirabito, Supervisor II

From: Sonja Hamilton, Purchasing Manager

Date: 9/20/18

Re: **Bid #B-19-05-COC, Mowing & Maintenance of City Areas**

Bids for the subject offering were opened on September 20, 2018 at 3:00 p.m. Purchasing sent out twenty-four (24) invitations and notifications to bid and received two (2) responses from eight (8) plan holders.

THE APPARENT LOW BIDDER IS U.S. LAWNS, ROCKLEDGE, FL.

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

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

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

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**



Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department: Public Works	Division: Grounds Maintenance
Bid / RFP / RFQ #: B-19-05-COC	
Awarded To: U.S. Lawns of Brevard	Commodity / Work Description: **MOWING & MAINTENANCE OF CITY AREAS**
Address / City / State / Zip: 374 Commerce Parkway, Rockledge Florida 32955	Phone / Fax #'s: 321-636-0655 321-806-3957
Purchase / Contract Amount: $ 121,200	Date of Award / City Council Approval: 11/14/2018

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 20 September, 2018

BID NUMBER: B-19-05-COC Contract Mowing & Maintenance of City Areas

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	330 Listing of Sub Contractors	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.
US Lawns 374 Commerce Parkway Rockledge, FL 32955	Y	Y TB	Y	Y	Y	$154,800.00	N	Y/None	Y	Y	Y	Y	Y	Y	Y	Y	Y
Fuller's Lawn Care PO Box 160908 Altamonte Springs, FL 32716	Y	NA	Y	Y	Y	$162,000.00	N	Y/None	Y	Y	Y	Y	Y	Y	N	Y	N

City of Cocoa

CONTRACT EXTENSION AGREEMENT

BID NO. B-19-05-COC

MOWING & MAINTENANCE OF CITY AREAS

This CONTRACT EXTENSION AGREMENT dated as of **October 1, 2019** (the "Effective Date")

BETWEEN: **City of Cocoa**
65 Stone Street, Cocoa, Florida 32922

AND **US Lawns of Brevard**
374 Commerce Pkwy., Rockledge, Florida 32955

WHEREAS the Parties hereby agree to extend the term of the original bid documents in accordance with the terms of the Original Contract as well as the terms provided herein.

WHEREIN said extension Agreement expired on September 30, 2019 and both parties desire to extend and continue said Agreement, it is provided that said Agreement shall be extended for an additional term of 60 (sixty) days, commencing upon the expiration date of the original term and expiring on **November 30, 2019**.

The extension shall be at the same rates, terms and conditions as contained in the original Agreement. The parties hereto duly execute this extension to become effective as of the date and year first above written.

US LAWNS OF BREVARD

By: Brandon Silverstein
(Name) Printed

President
(Title)

10-11-19
Signature Date

CITY OF COCOA

By: John A. Titkanich
(Name) Printed

City Manager
(Title)

10/14/19
Signature Date

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Tammy Eastburn, Procurement Card Coordinator

Project Manual
For The
City of Cocoa

MOWING & MAINTENANCE OF CITY AREAS

City of Cocoa, Florida

BID NO. B-19-05-COC

September 2018

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Bid #B-19-05-COC

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ATTACHMENTS:

1. Attachment A…….. S.R. 520

2. Attachment B……...U.S. 1

3. Attachment C……...Cemeteries

4. Attachment D……Stormwater Ponds

5. Attachment E……WFO

6. Attachment F……533 Bernard Street

7. Form 800-000-15 Herbicide Application Log

SUBMIT BID TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor **PH: 321-433-8833**	# INVITATION TO BID **Bidder Acknowledgement** *FORM NO. 00019*		
	BUYER: **SONJA HAMILTON**	TELEPHONE #: **321-433-8833**	FAX #: **321-433-8860**

MAILING DATE: **Monday, August 20, 2018 @2:30p.m.**	BID TITLE: **MOWING & MAINTENANCE OF CITY AREAS**	*BID NUMBER:* **B-19-05-COC**
BID SUBMITTAL DATE AND TIME: **Thursday, September 20, 2018 @ 2:30 p.m.**	BID OPENING TIME AND LOCATION: **3:00 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311**	**BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTED**
PRE BID DATE, TIME AND LOCATION (MANDATORY): **City of Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor**	TIME: **10:00 AM**	DATE: **September 5, 2018**

BIDDER NAME:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
EMAIL ADDRESS:	TELEPHONE NO: FAX NO:
AUTHORIZED SIGNATURE (MANUAL):	TITLE:
TYPED/PRINTED NAME:	DATE:

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	**Method bidder was informed of bid (check appropriate box):**
□ **Not enough bid response time** □ **Specification unclear** □ **Our company does not handle this item/service** □ **Our company does not submit bids to Municipalities** □ **Other: (please explain)**	□ **Received invitation by direct mail** □ **Viewed bid posting on Internet home page** □ **Read legal ad in newspaper** □ **Viewed through bid reporting service** □ **Other: (please explain)**

1. SUBMISSION OF BIDS: All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

2. EXECUTION OF BID/PROPOSAL: Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

3. BID OPENING: Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

4. BID TABULATION: Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left hand corner bid/proposal tabulation response.

5. CLARIFICATION/CORRECTION OF BID ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

6. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa. Question cut-off date is September 14 at 5:00pm.

7. PRICING: Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

8. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.

9. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

10. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.

11. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

12. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

    Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

    If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To ensure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be biding itself to purchase by making an award.

13. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

14. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

15. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

16. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

18. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered no conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open marker. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

19. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

20. WARRANTY: The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

21. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

22. FEES: All City of Cocoa permit fees are waived; vendor will be responsible for all State and County permit and impact fees.

23. DEFINITIONS:
    BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

    VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE **CITY**.

Return This Form with Required Bid Submittal Documents

CITY OF COCOA
INVITATION TO BID

Sealed bids will be received at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, **until 2:30 pm, Thursday, September 20, 2018** and will be publicly opened and read aloud at 3:00 pm that same day, at Cocoa City Hall, in the third floor conference room, for the following:

MOWING & MAINTENANCE OF CITY AREAS

BID # B-19-05-COC

DOCUMENTS AVAILABLE ON DemandStar August 20, 2018

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid form, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

A **Mandatory Pre-Bid Conference** will beheld at **10:00AM, Wednesday, September 5, 2018** at Cocoa City Hall, Purchasing Division Office, Third floor room 311, located at 65 Stone St., Cocoa, Brevard County, Florida. **Latecomers will not be allowed to enter the mandatory conference and consequently will not be allowed to bid.**

The City reserves the right to reject any or all bids, with or without a cause; to waive technical errors and informalities; and to accept the bid, which in its judgment, best serves the City.

One or more of the City Council members may be present at the bid opening.

"PUBLISH IN THE FLORIDA TODAY NEWSPAPER ON"
AUGUST 23, 2018 and AUGUST 30, 2018

INSTRUCTIONS TO BIDDERS
Section 00100
BID NO. B-19-05-COC

1. SUBMISSION OF PROPOSALS – Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials transportation, labor, and equipment, and performing all operations required for the completion of the Work herein specified and as shown on the Contract Documents.

2. DELIVERY OF PROPOSALS – The clock located in the Cocoa City Hall lobby, at the reception desk, shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and his/her address, and clearly marked **BID# B-19-05-COC MOWING & MAINTENANCE OF CITY AREAS will be received until 2:30 p.m., Thursday September 20, 2018** and addressed to "Purchasing Manager, Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922". Bids will be opened at 3:00 p.m. on the same day in the Purchasing Division Office, Cocoa City Hall, third floor, room 311. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

   A **mandatory pre-bid conference** will be held at **10:00 a.m., Wednesday, September 5, 2018** at the Purchasing Division office, third floor, conference room, located at Cocoa City Hall, 65 Stone St., Cocoa, Brevard County, Florida 32922.

3. SUBMITTAL REQUIREMENTS – Bidders shall submit their proposal in **DUPLICATE** one (1) original and one (1) copy of the forms, furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in order).

   Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

   Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, Drug-Free Workplace.

4. ADDITIONAL INFORMATION – In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. Should you have any technical questions please contact Frank Mirabito at (321) 433-8776 or email at fmirabito@cocoafl.org

RIGHT TO REJECT – The City reserves the right to accept or reject any or all Bids and may waive any informality in any proposal. Award of bid shall be made to the Bidder that best serves the interests of the City of Cocoa, Florida.

5. AMERICANS WITH DISABILITIES ACT:
Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division, at 65 Stone St., Cocoa, Florida 32922, telephone (321) 433-8833, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

6. FLORIDA PROMPT PAYMENT ACT:
As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a "Proper Invoice" by contractor, vendor or other invoicing party shall consist of at least all of the following:

a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
b. The amount due, applicable discount(s), and the terms thereof;
c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
d. The Purchase Order or Contract number as supplied by the City; and
e. An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flown-down" requirements that those requirements have been complied with.

7. PERIOD OF OFFER VALIDITY:
Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

8. ALTERNATIVES/SUBSTITUTIONS or CLARIFICATIONS TO SPECIFICATIONS:
Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid use the enclosed Exceptions to Specification Form (# 00311) or use a separate sheet(s) of paper to include these exception as part of the bid. This section is also to use to clarify anything that pertains to this Bid Package.

9. BID TABULATION:
Bidders can download copies of the Bid Tabulation Sheet from DemandStar by Onvia at **www.DemandStar.com** under the documents section of the details menu for this bid.

10. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

11. TERMINATION FOR DEFAULT:

(a) The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.

(b) The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

(c) Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

(d) Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

12. FAMILIARITY WITH THE WORK:

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

13. COOPERATIVE PURCHASE:

To allow, if awarded, the replication of the terms, conditions and pricing reflected in his bid by other governmental agencies to include State of Florida and its agencies, political subdivisions, counties and cities. This Cooperative purchase shall only take place at the agreement of both the bidder and the Agency seeking to participate.

Each Governmental agency desiring to accept this bid, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

14. RIGHT TO ACCEPT OR REJECT BIDS:
The right is hereby reserved to accept all or part of any or all bids, to waive irregularities, or to reject all or part of any or all bids, and to advertise for new bids, as the interest of the City many require.

15. CORRECTION OR WITHDRAWAL OF BIDS:
Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

16. EVALUATION OF BID AWARD:
The City reserves the right to award the Agreement to the lowest responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered delivery terms, and service reputation of the bidder in determining the most advantageous bid.

17. AGREEMENT ALTERATIONS:
No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by the Purchasing Manager.

18. QUANTITIES:
The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The items quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

19. TERMS:
(a) The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

(b) This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

(d) All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

(e) The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement. **All City of Cocoa fees will be waived.**

(f) No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

(g) All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

20. LOCAL VENDOR PREFERENCE:
The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

21. **AMENDED PROPOSAL/BID:**

a. A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

22. **PUBLIC RECORDS**

(a) **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:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

LOCAL VENDOR PREFERENCE AFFIDAVIT

CITY OF COCOA

BID # B-19-05-COC

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECIEPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

Copy of local business tax receipt submitted ___ Yes ___No (must be attached to receive preference)

Name of Business _____

BY:

_____

Signature

THIS PROGRAM APPLIES TO BREVARD COUNTY, FLORIDA VENDORS/CONTRACTORS ONLY.

DO NOT FILL OUT THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM.

Scrutinized Company Certification
Solicitation No. B-19-05-COC
MOWING & MAINTENANCE OF CITY AREAS

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ My commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction

with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

BIDDER'S CERTIFICATION
BID NO. B-19-05-COC

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids.

I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
Name of Business

BY:

_____
Signature

_____
Name & Title, Typed or Printed

_____
Mailing Address

_____
City, State, Zip Code

_____
Area Code & Phone Number

_____
Area Code & Fax Number

Sworn to and subscribed before me

this _____ day of _____, 2____

_____
Signature of Notary

Notary Public, State of _____

Personally Known _____
- OR –
Produced Identification _____

Type: _____

CHECK LIST
FOR SEALED BID
Bid #B-19-05-COC

Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.

2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

3. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.

4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.

5. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

6. The official clock to be used for submitting any bid documents is located in the City of Cocoa, Purchasing Division's Lobby. Submittal time for this bid expires at 2:30 p.m. on the date stated in these documents.

Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

	Insert	Description
	Yes □	Bid envelope prepared as specified
	Yes □	It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
	Yes □	Submitted in Duplicate as requested one (1) Original and (1) Copy
1.	Yes □	Section 00019 Bidder's Acknowledgement Form
2.	Yes □	Section 00110 Local Vendor Preference Affidavit
3.	Yes □	Section 00296 Scrutinized Company Certification
4.	Yes □	Section 00297 Certification Regarding Debarment & Suspension
5.	Yes □	Section 00298 Bidder's Certification
6.	Yes □	Section 00300 Bid Form/Schedule of Unit Pricing
7.	Yes □	Section 00311 Exceptions to Specifications
8.	Yes □	Section 00312 References
9.	Yes □	Section 00320 Statement of Bidders Qualifications

10.	Yes □	Section 00330 Listing of Subcontractors
11.	Yes □	Section 00480 Non-Collusion Affidavit
12.	Yes □	Section 00485 Drug free workplace certification signed
13.	Yes □	Section 00490 Conflict of Interest Statement
14.	Yes □	Section 00650 Certificate of Insurance Liability
15.	Yes □	Section 00660 Affidavit Regarding Workman's Compensation
16.	Yes □	Section 00665 Certificate of Insurance for Workman's Compensation

BID FORM
MOWING & MAINTENANCE OF CITY AREAS
City of Cocoa
BID NO. B-19-05-COC

Proposal of _____
(Name)

_____
(Address)

to furnish all materials, service, equipment, and labor required, for MOWING & MAINTENANCE OF CITY AREAS as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Line	LOCATION	COST PER CUT	NUMBER OF CUTS	ANNUAL EXTENSION
1.	King Street (S.R. 520) Medians and Rights of Way	**$**	**24**	
2.	Cocoa Boulevard (U.S. 1) Medians and selected rights of way areas	**$**	**24**	
3.	Cemeteries – Hilltop, Cocoa, Pinecrest, and Evergreen	**$**	**24**	
4.	Bracco Pond, and North Fiske Stormwater Pond	**$**	**24**	
5.	Water Field Operations	**$**	**24**	
6.	533 Bernard Street	**$**	**24**	

TOTAL ANNUAL BASE BID: (TOTAL OF ANNUAL EXTENSION)	$

_____Dollars
(Grand Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within fifteen **(15) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.**

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Upon award, **this Contract begins October 1, 2018 and will remain in effect until September 30, 2019. The agreement is renewable for two (2) each twelve (12) month periods (October 1 to September 30)**, at the same rates, with the approval of both parties and contingent on funds and approval by the Cocoa City Council**.**

Receipt of Addenda Number(s) _____ is acknowledged.

Dated this _____ day of _____, 2018.

_____
(Company or Corporation Name)

_____
(Street or P.O. Box)

_____
(City, State and Zip Code)

_____
(Area Code and Phone Number)

_____
(Area Code and Fax Number)

_____
(Email Address)

By_____
(Name Printed and Title)

_____
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me,

affixed his/her signature in the space provided above on this _____ day of

_____, 2_____.

_____
(Notary Public)

My commission Expires:

SPECIFICATION
CITY OF COCOA
Contract Mowing
BID # B-19-05-COC

GENERAL SCOPE OF WORK:

1. The CONTRACTOR is responsible for maintaining a log of all herbicide applications using State of Florida Department of Transportation Herbicide Application Log sheet (FORM #850-000-15 Maintenance) dated 1/97. All current logs will be submitted along with the CONTRACTOR'S invoice for work done on a monthly basis.

2. The City of Cocoa expressly requires any contractors performing work or providing services to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

3. The CONTRACTOR shall supply all equipment, incidentals, and personnel necessary to provide grounds maintenance service for the specific locations outlined in the bidding documents. This shall include slope mowing, and maintenance of storm water pond embankments and ditch embankments.

4. The CONTRACTOR shall include mowing, blowing grass clippings back into the green scape from the roadways, and spraying herbicide where appropriate. Trash and green waste (including palm fronds) will be collected and hauled away from the jobsite by the CONTRACTOR on the same day of collection.

5. The CONTRACTOR shall supply and apply herbicide, as needed, to maintain ditches where necessary. The CONTRACTOR must have chemical license or have third party contractor spray lawn/bug service. Selected Areas have additional spray requirements as specified for each area.

6. The CONTRACTOR shall be responsible for the pickup, removal and disposal from the Rights of Way any obstacle such as wood, tires, cans, etc., that the mowing equipment cannot traverse. It shall also be the CONTRACTOR'S responsibility to remove any large items such as bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

7. The CONTRACTOR shall maintain around any fences, fence lines, and guardrails as appropriate to each specific location.

8. The CONTRACTOR shall service each area according to the frequency noted for each area.

9. The CONTRACTOR shall comply with OSHA requirements.

10. The CONTRACTOR shall keep sidewalks, medians, and rights of way curbs, gutter, and drive entrances free and clean of grass and weeds.

11. The CONTRACTOR shall submit a **monthly** invoice itemized by location and noting the date of service. Each invoice will be paid in accordance with the Florida Prompt Payment Act, when all work is satisfactorily completed at the end of the calendar month and approved at each location.

12. The City reserves the right to award in the best interest of the City of Cocoa. The right is reserved to make award(s) by individual item, group of items, all or none, on a city-wide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

13. The CONTRACTOR agrees to maintain the applicable licenses and insurances required by the City of Cocoa, outlined in section 00700 (General Conditions) for the duration of this agreement.

14. The CONTRACTOR will not be responsible for any damage caused by acts of nature such as tornados, hurricanes, freezes, thunderstorms, hail, lightning or floodwaters etc.

15. The CONTRACTOR shall repair all items damaged, as a result of the CONTRACTOR or his subcontractor's operations, such as sidewalks, curbs, pipes, drains, pavement, landscaping, turf, irrigation etc… CONTRACTOR damage shall be either repaired or replaced by the CONTRACTOR, at his expense, in a manner prescribed by the City's representative, prior to any payment for the area or cycle.

16. The CONTRACTOR shall follow DOT Maintenance of Traffic Specifications. Traffic shall be maintained in accordance with the Florida Department of Transportation Roadway Traffic Design Standards, 2017-2018 Edition, Index #600 and applicable revisions thereto. CONTRACTOR shall have a DOT Maintenance of Traffic certified supervisor on-site when working.

17. The foregoing requirements are to be considered as a minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the work area.

18. Maintenance of traffic compensation shall be included in the contract prices. No separate payment shall be made for maintenance of traffic, including a truck-mounted and mower-mounted flashing beacon.

19. Grassed areas that are normally mowed which are saturated to the point where, in the opinion of the Project Manager, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent times as determined by the Project Manager.

20. No work shall be permitted during non-daylight hours.

21. The CONTRACTOR shall be responsible for cleanup following a major storm event in a timely fashion.

22. The CONTRACTOR shall maintain the outfall ditches and pond spillways in a manner that does not promote erosion or washouts with the same frequency and level of quality as the rest of the facility.

TERM

Upon award, this Contract begins October 1, 2018 and will remain in effect until September 30, 2019. The agreement is renewable for two (2), twelve (12) month periods (October 1 to September 30), at the same rates, with the approval of both parties and contingent on funds and approval by the Cocoa City Council. Agreement may be terminated at any time by either party upon written notice received by the other party at least 30 days prior to the termination.

QUALITY OF WORK

All grass and vegetation shall be cut down to a height of four (4 inches), unless otherwise directed by the Project Manager, with no streaks or scalping of the areas mowed. Mowing areas of different widths shall be connected with smooth flowing transitions. The use of hand tools, such as weed eaters, when used shall comply with the 4 inch minimum height requirement unless specified otherwise. Completed areas will be reviewed for quality and acceptance by the Project Manager. Areas determined to be unsatisfactory by the Project Manager shall be re-mowed at no additional cost to the City of Cocoa. Areas requiring re-mowing shall be completed with the cutting cycle time.

SAFETY REQUIREMENTS

1. Contractor shall supply a minimum of four (4) safety signs, 4'x4' ribbed signs, orange with black lettering. Reading "MOWERS AHEAD".

2. Contractor shall use DOT approved safety vest when mowing.

3. Contractor shall follow DOT control of traffic specifications.

4. Contractor shall use flashing beacons on the mower(s) and vehicle(s).

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

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

SPECIFICATIONS BY LOCATION:

Acreage provided by location is approximate and is only available on the locations as shown. These measurements are provided as a guide ONLY. Bidders are responsible for accurate site measurements for bidding purposes.

BASE BID:

1. **King Street (S.R. 520) Medians and rights of way**
   Frequency – Twice a month, approximately two weeks apart
   Location – 1226 King Street East to just East of U.S. 1
   Acreage – 4.09
   Pond Area – Not Applicable
   Fence line mowing maintenance – 620 linear feet
   Landscape maintenance: This area has decimal seven (seven/tenths) of an acre in Landscape. **Selective Chemical Weed Control is recommended**.
   Irrigation – exists in some right of way areas and medians
   Hazards – DOT type traffic
   Areas with Landscape – shall be maintained including removal of weeds, and hedging
   NOTES – There is wider section of right of way that runs from Blake Street to R.R. Crossing

2. **Cocoa Boulevard (U.S. 1) Medians and selected rights of way areas**
   Frequency – Twice a month, approximately two weeks apart
   Location – From South City Limits, North to Highpoint Drive
   Acreage – 10
   Pond Area – Not Applicable
   Landscape maintenance: This area has three decimal six (three and six/tenths) of an acre in Landscape. **Selective Chemical Weed Control is recommended**.
   Irrigation – drip lines to landscape, and pop-ups to turf
   Hazards – DOT type traffic
   Areas with Landscape – shall be maintained including removal of weeds, and hedging.

3. **Cemeteries: Hilltop (301 N. Cocoa Blvd), Cocoa (101 N. Cocoa Blvd), Pinecrest (815 Clearlake Road), Evergreen (816 Clearlake Road)**
   Frequency – Twice a month, approximately two weeks apart
   Locations – Noted above
   Acreage – 10.74
   Fence line mowing maintenance – Various
   Irrigation – Currently operates at Hilltop Cemetery
   Hazards – Graves, Gravestones, and Markers

4. **Bracco Pond** – Accessed by Plaza Parkway
   Frequency – Twice a month, approximately two weeks apart
   Acreage – 61 acres
   Total Pond Area – 31 acres of storm water ponds. Provide a finish cut to the turf to allow use of this area as a regional park. This area shall be maintained from property line to property line.
   Fence line mowing maintenance – 7,500 linear feet of chain link fence
   Guardrail Mowing Maintenance – 500 linear feet
   Ditch / Slope mowing maintenance – 11,790 linear feet
   Irrigation – CONTRACTOR is responsible for damage to this irrigation system
   Hazards – Moderate trash, and environmental risks such as alligators

   North Fiske Stormwater Pond - Accessed by Cocoa Lakes Blvd off of Michigan Ave.
   Frequency - Twice a month, approximately two weeks apart
   Acreage -35 acres

Pond area - 20.0 acres;This area shall be maintained from fence line to fence line.
Fence line mowing maintenance - 5,200 linear feet
Ditch Slope mowing maintenance - 3,910 linear feet
Hazards - environmental risks such as alligators

5. **<u>Water Field Operations</u> – Utilities Compound (WFO, Fleet, School Street Storage)**
Frequency – Twice a month, approximately two weeks apart
Location – 351 Shearer Blvd.
Acreage – 11.35
   1) West field next to concrete wall – 1.53 acres. Includes section of turf on north side of WFO and runs from east to west
   2) School Street Building with bump outs, and section of School Street running east – .39 acres.
   3) East side parking lots – 1.1 acres.
   4) Car Wash area – .29 acres
   5) Fleet – .35 acres

Hedging – 800' – Every other Month
Fenceline / Wall – 2,700'

6. **533 Bernard Street**
Frequency - Twice a month, approximately two weeks apart
Acreage -2.5 acres
Fence pole mowing maintenance -197 linear feet
Chain link fence mowing maintenance -50 linear feet
Wooden fence mowing maintenance -1,000 linear feet
Hazards -heavy trash
Pond area - .8 acre

REFERENCES
BID #B-19-05-COC

Bidder shall submit as a part of the bid package, three- (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of References must be of similar nature and size preferably governmental/Municipalities.

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

STATEMENT OF BIDDER'S QUALIFICATIONS
BID # B-19-05-COC

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder: _____

B. Permanent main office address:
_____

C. When organized (Month/Year): _____, 19_____

D. If a corporation, where incorporate (State): _____

E. How many years have you been engaged in the landscape business under your present firm or trade name? (Years)_____

F. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ if yes, please specify where and why:
_____

_____

_____

_____

G. Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

_____

_____

_____

_____

K. List your major equipment:
_____

_____

_____

_____

_____

L. Give bank reference:

_____

M. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☐ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____,
(COUNTY)
20_____.

_____ By: _____
(Name of Organization) (Title)

State of _____ County of _____

_____ being duly sworn deposes and says that he is
(Name)

the _____ of _____
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
(Notary Public)

_____
(My commission expires)

_____
(Commission Number)

LISTING OF SUBCONTRACTORS
BID NO. B-19-05-COC

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

SUBCONTRACTOR	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
	Name:	1.
	Address:	2.
	City:	
	State: zip:	
	Phone:	3.

	Name:	1.
	Address:	2.
	City:	
	State: zip:	
	Phone:	3.

	Name:	1.
	Address:	2.
	City:	
	State: zip:	
	Phone:	3.

	Name:	1.
	Address:	2.
	City:	
	State: zip:	
	Phone:	3.

	Name:	1.
	Address:	2.
	City:	
	State: zip:	
	Phone:	3.

NON-COLLUSION AFFIDAVIT OF BIDDER
BID NO. B-19-05-COC

State of Florida

County of _____ , being first duly sworn, deposes and says that:

1. He is _____ of _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

this _____ day of _____ , 20_____.

_____
(Notary Public)
My commission expires:

DRUG FREE WORKPLACE CERTIFICATION
BID NO. B-19-05-COC

IDENTICAL TIE BIDS

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace And specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United state or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
(Company)

_____
(Signature & Title)

CONFLICT OF INTEREST STATEMENT
BID NO. B-19-05-COC
CITY OF COCOA

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____
   City and State City and State

2. The above named entity is submitting a Bid for the City of Cocoa described as:

City of Cocoa
MOWING & MAINTENANCE OF CITY AREAS

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above bid is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Cocoa.

Dated this_____day of _____ , 20___.

_____
(Affiant)

_____
Typed Name and Title

Sworn to and subscribed before me this ____ day of_____, 20____

Personally Known _____or produced identification ____ . identification Type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public

_____

(Notary Public)

My commission expires:

FORM OF AGREEMENT
BID NO. B-19-05-COC
CITY OF COCOA

This Agreement made and entered into on the _____ day of _____, 2_____ by and between _____ _____ hereinafter called the Contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within **Fifteen (15)** calendar days after the date of receipt by him of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____ $_____
(Written in Words) (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Payments calculated from completed work and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month. The Contractor shall, after the first of each month submit and invoice detailing the work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. 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 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 $1,000,000 and with a deductible 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**.**

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:**

It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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 and 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.

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 polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ _____NA_____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. FULLY NEGOTIATED AGREEMENT - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor defaults in the performance of any material covenant or

condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

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

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

ARTICLE 21. **TERMINATION -** Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. 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.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

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

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

ARTICLE 24. NO JOINT VENTURE - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS - Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE 27. PUBLIC RECORDS

(a) **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:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

Certificate of Liability Insurance

Insert your business' current liability insurance certificate.

AFFIDAVIT REGARDING WORKMEN'S COMPENSATION
BID NO. B-19-05-COC

State of _____)

County of _____)

_____ being duly sworn according to law, deposes and says (it, he, they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and ____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No._____ for a period from _____, 20___ to _____, 20___.

(Witness)

_____
Contractor

_____
Name Title

_____
Address

_____
City State Zip

Sworn to and subscribed before me this _____ day of _____, 20_____.

My Commission Expires:

_____
Notary Public

CERTIFICATE OF INSURANCE FOR WORKMEN'S COMPENSATION
BID NO. B-19-05-COC

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workmen's Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

_____
(Witness)

_____
Contractor

_____
Name Title

_____
Address

_____
City State Zip

Sworn to and subscribed before me this _____ day of _____, 20_____.

My Commission Expires:

_____
Notary Public

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Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm of to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. FORM OF AGREEMENT
B. PROPOSAL
C. SPECIAL PROVISIONS
D. INSTRUCTIONS TO BIDDERS
E. GENERAL CONDITIONS
F. TECHNICAL PROVISIONS
G. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonable necessary for the execution of the work.

Article 5. ORDER OF COMPLETION
The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK
The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

Article 7. OWNERSHIP OF DRAWINGS
All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

Article 8. CONTRACTOR'S UNDERSTANDING
It is understood and agreed that the Contractor has, by careful examination of the contract documents and work site satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be

encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Article 9. MATERIALS, APPLIANCES, EMPLOYEES
Unless otherwise stipulated, the Contractor shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 10. ROYALTIES AND PATENTS
The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

Article 11. SURVEYS, PERMITS, AND REGULATIONS
The Contractor will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. **All City of Cocoa fees will be waived.**

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

Article 12. PROTECTION OF WORK AND PROPERTY
The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

Article 13. INSPECTION OF WORK

The City and its representatives shall at all times have access to the work. The work will be conducted under the general direction of the City and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

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

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be found not in accordance with the contract documents the Contractor shall pay such cost including compensation for professional services and an appropriate deductive change order shall be issued.

Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

Neither party shall employ or hire any employees of the other party without his consent.

Article 15. CHANGES IN THE WORK

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum will be valid unless so ordered in writing.

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

(A) By mutual acceptance of a lump sum.
(B) By unit prices named in the contract or subsequently agreed upon.
(C) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (C), he shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes will be made on the Project Manager's estimate.

Article 16. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof with ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Article 15, "Changes in the Work." Claims wilI not be processed unless filed in writing before any work is commenced.

Article 17. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Manager deems it inexpedient to correct work
injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

Article 18. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or by any cause which the Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance

with the contract and without expense to the Owner and shall bear the expense of making good all work.

If the Contractor does not correct such condemned work and material within ten (10) working days time as fixed by written notice (punch list), the City may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Contractor.

Article 20. SUSPENSION OF WORK

The City may at any time suspend the work, or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

Article 21. THE CITY'S RIGHT TO REASSIGN WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due or to become due to the Contractor, or if he should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or if anyone employed by him, or if the Project Manager should fail to issue any estimate for payment within seven (7) days after it is

due, or if the City fails to pay the Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article 24. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Contractor, and the City shall have the right to store such equipment and supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/or stored.

Article 25. USE OF COMPLETED PORTIONS

The City will have the right to take possession of and use any substantially completed portion of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

Article 26. PAYMENTS WITHHELD

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself from loss on account of:

(A) Defective work not remedied.
(B) Claims filed or reasonable evidence indicating probable filing of claims.
(C) Failure of the Contractor to make payment properly to subcontractors or for materials or labor.
(D) The Project Manager's opinion that the contract cannot be completed for the balance then unpaid.
(E) Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

Article 27. CONTRACTOR'S 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 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 $1,000,000 and with a deductible 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.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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 and 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.

Article 28. INDEMNITY

For all Services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's performance of any Services provided pursuant to this Agreement.

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

Final indemnification provisions, to be included in the Agreement, are subject to review and modification by the City Attorney. The insurance policy shall contain a provision that the same shall not be cancelled without first giving the City thirty (30) days' notice in writing by certified mail.

Article 29. SAFETY AND PROTECTION

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(A) All employees on the Work and other persons who may be affected thereby.

(B) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

(C) Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of their subcontractors with those same standards.

Article 30. GUARANTY BONDS

The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

Article 31. DAMAGES

Any claim for damage arising under this contract shall be made in writing to the party liable with ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

Article 32. LIENS

Anything contained in any of the contract documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor has furnished the City with an affidavit stating that all persons, firms or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full, and in addition, before the Contractor shall have the right to receive the final payment due under the contract, the Contractor shall furnish the City with releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the work. The City shall have the right to demand and receive from the Contractor before he shall receive any progress payment, receipt bills showing payment in full for all labor, services and materials incorporated into the work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Contractor to furnish any partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors or material men shall serve upon the City a "notice to City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

Article 33. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

Article 34. PRECONSTRUCTION CONFERENCE

Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

Article 35. SUBCONTRACTS
The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Article 36. POINTS AND INSTRUCTIONS
The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Project Manager for, and has received from him such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

Article 37. PROJECT MANAGER'S STATUS
The Project Manager will have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

Article 38. PROJECT MANAGER'S DECISIONS
The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of the Project Manager shall be final.

Article 39. ONE YEAR CORRECTION PERIOD
If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by law or 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, the Contractor shall promptly, without cost to the City and in accordance with the City's written in struction, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with nondefective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Article 40. LANDS FOR WORK
The City will provide access to the lands upon which the work under this contract is to be done.

Article 41. CLEANING UP
The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

Article 42. AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

END OF SECTION 00700

NO BID RESPONSE
TO INVITATION TO BID
City of Cocoa

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # B-19-05-COC

MOWING & MAINTENANCE OF CITY AREAS

OPENING DATE: **Thursday, September 20, 2018**

OPENING TIME: **3:00 p.m.**

REASON FOR NOT BIDDING: _____

_____

_____

_____

_____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Title: _____

Date: _____

SECTION 00706

City of Cocoa

Contract Extension Agreement

BID NO. B-19-05-COC

Mowing & Maintenance of City Areas

This contract extension agreement dated: October 1, 2019 (Effective Date)

BETWEEN: City of Cocoa
65 Stone Street
Cocoa, Florida 32922

AND: US Lawns of Brevard
374 Commerce Pkwy
Rockledge, Florida 32955

WHEREAS the Parties hereby agree to extend the term of the original bid document in accordance with the terms of the Original Contract as well as the terms provided herein.

WHEREAS said extension Agreement expired on September 30, 2019 and since both parties have agreed the **first** of two optional extensions may be granted hence after Contractor made necessary corrective action to improve services and performance as noted by the Client, and thereby is warranted first extension effective October 1, 2019 through September 30, 2020.

The extension shall be at the same rates, terms and conditions as contained in the original Agreement. The parties hereto duly execute this extension to become effective as of the date and year first above written.

US LAWNS OF BREVARD
By: Brandon Silverstein
Title: President
Signature:
Date: 11-8-19

CITY OF COCOA
By: John A. Titkanich
Title: City Manager
Signature:
Date:

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Heath Hancher, Purchasing & Contracting Manager

Legislation Details (With Text)

File #:	19-555	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/4/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Ordinance No. 14-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 14-2019 Rezoning (Batch 1).pdf Exhbit A - Cox Rd Rezone Map (Batch 1).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (Rezone Cox Rd).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2019
Agenda Date: November 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 14-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of twenty (20) parcels of land totaling approximately 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A. The City intends to amend the Zoning Map designation of a total of 38 parcels in the Cox Road corridor that have not yet been assigned a City zoning district since their annexation into the City. Separate staff reports have been prepared for parcels 21 through 38. Parcel numbers correspond to the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A. The City is requesting to apply a City of Cocoa zoning district for each of the subject parcels that is consistent with their respective FLU designations and existing land uses.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 14-2019. These twenty parcels contain existing industrial uses and vacant land.

Zoning Amendment Parcels

Legal Ad Map #	***Tax ID #***	***Parcel #***	***Acres***	***Parcel Address***	**Owners**	**Current Use**
1	2407156	24-35-23-00-761	0.5	4130 PINE TREE PL	DOUBLE R EAGLE LLC	Industrial
2	2407169	24-35-23-00-774	0.5	4120 PINE TREE PL	ICY INVEST LLC	Industrial
3	2407160	24-35-23-00-765	0.5	4110 PINE TREE PL	GAMBAO-ZUHLKE, CLAIRE A	Industrial
4	2407157	24-35-23-00-762	0.5	4100 PINE TREE PL	PARKER, YVONNE C	Industrial
5	2407161	24-35-23-00-766	0.5	4135 PINE TREE PL	DIAMONDBACK MANUFACTURING INC	Industrial

6	2407163	24-35-23-00-768	0.5	4135 PINE TREE PL	ANDRYSLAK, MICHAEL & MILLIKEN, SUSAN	Industrial
7	2407158	24-35-23-00-763	0.5	4115 PINE TREE PL	WARREN, JERRAD & NICHOLE	Auto-Body
8	2407159	24-35-23-00-764	0.5	4105 PINE TREE PL	DITTMER AIR CONDITIONING & HEATING SERVICES INC	Industrial
9	2444601	24-35-26-00-16	5.12	1060 COX RD	DIAMONDBACK MANUFACTURING INC	Industrial
10	2407972	24-35-26-00-7	10	890 COX RD	JOALCO INC	Industrial
11	2462063	24-35-26-00-20	4.24	(Not Assigned)	HATHCOCK, MICHAEL M; HATHCOCK, MARY DELYS; ELLINGTON, DOROTHY W TRUST; & ELLINGTON, DOROTHY W TRUST	Vacant Land
12	2462064	24-35-26-00-21	0.86	(Not Assigned)	JOALCO INC; ELLINGTON, J MITCHELL TRUST & ELLINGTON, DOROTHY W TRUST	Vacant Land
13	2407973	24-35-26-00-8	4.24	900 COX RD	PAULK PROPERTIES LLC; ELLINGTON, J MITCHELL TRUST & ELLINGTON, DOROTHY W TRUST	Industrial
14	2407974	24-35-26-00-10	69.41	(Not Assigned)	Florida Power & Light Co	Electric utility transmission facility
15	2457879	24-35-26-00-18	5	690 COX RD	Cox Rd Properties LLC	Industrial
16	2407975	24-35-26-00-12	5.68	(Not Assigned)	CLARK, WAYNE W	Vacant Land
17	2407976	24-35-26-00-13	1.9	700 COX RD	CLARK, WAYNE W	Manufacturing

18	2444270	24-35-26-00-778	1.22	4040 RIGHT ST	Dombroski, Dan	Vacant Land
19	2408019	24-35-26-00-750	4.81	600 COX RD	A Better Warehouse & Storage LLC	Warehousing
20	2408045	24-35-26-00-770	2.18	580 COX RD	SAWYER, DAVID; SAWYER, STEVE & MC QUAIG, JAMES	Industrial

Future Land Use Designation: Current: Industrial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa M-1

(Light Industrial and Warehouse District)

Existing Land Use: Industrial uses and vacant land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Industrial	M-1 (City)	Industrial uses and vacant land
South	Industrial	M-1 (City); IU (County)	Industrial uses and vacant land
East	Very Low Density Residential and Medium Density Residential (City); RES 15 (County)	RU-2-15 and RA (City); AU, RU-2-10 (4), GU, EU-2, RU-1-11, and AGR (County)	Single Family Residential, Agricultural and vacant land
West	Regional Activity Center and Industrial	UMD and M-2 (City)	Industrial uses and vacant land

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The land use pattern along the west side of Cox Road consists of light

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industrial and manufacturing businesses, which were developed prior to the properties' annexation into the City. The City's M-1 zoning district was chosen for these parcels as being the City district most closely associated with the existing land uses of these parcels.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed M-1 zoning district will not create an isolated district. Instead, it will continue the application of the existing M-1 district already applied to all the parcels on the west side of Cox Road from SR524 south to the northernmost parcel of the study area.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed M-1 zoning.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of Cox Road; however that district is not a City zoning district. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLUM designation for the subject properties is "Industrial" which allows the proposed M-1 zoning district designation.

> **Policy 1.1.2.10: Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to these parcels that is consistent with the City of Cocoa's Comprehensive Plan and the existing industrial land uses.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: As the parcels already have an industrial zoning designation under the County

and an Industrial Future Land Use designation, and as there is already a mix of residential, commercial, and light industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. The M-1 zoning district permits light industrial uses, such as processing and assembly, television dish receivers and antennae, electronic communication/transmission facilities and exchanges, and adult entertainment establishments, which are similar to those uses already allowed under the Brevard County I-U zoning. Through the site plan review process, landscaping/buffer requirements would minimize potential effects in the immediate area, particularly the residential uses to the east.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County IU zoning are very similar to those allowed under the City M-1 zoning.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable stormwater regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation, although the front setback under the County is twice that required under the City zoning. A comparison of the setbacks required by Brevard County IU vs. City of Cocoa M-1 follows.

	Brevard County IU zoning	City of Cocoa M-1 zoning
Front setback	40 ft.	20 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	20 ft. (15 ft. when abutting an alley)

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for the subject properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property for the reasons stated above, including that the proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood. In addition, development of the subject properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with

the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The properties all retain the former Brevard County zoning designations from the time of their annexation into the City of Cocoa and many of the present uses are ones that have continued from that time.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for light manufacturing and industrial uses in close proximity to SR520 and Interstate 95.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: The western side of Cox Road has been an area of light industrial and manufacturing uses prior to its annexation into the City. The proposed rezoning is a continuation of that existing use.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-1 zoning designation is consistent with the allowable uses under the “Industrial” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a

final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

RECOMMENDED MOTION:

Ordinance No. 14-2019/ 1st Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

ORDINANCE NO. 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

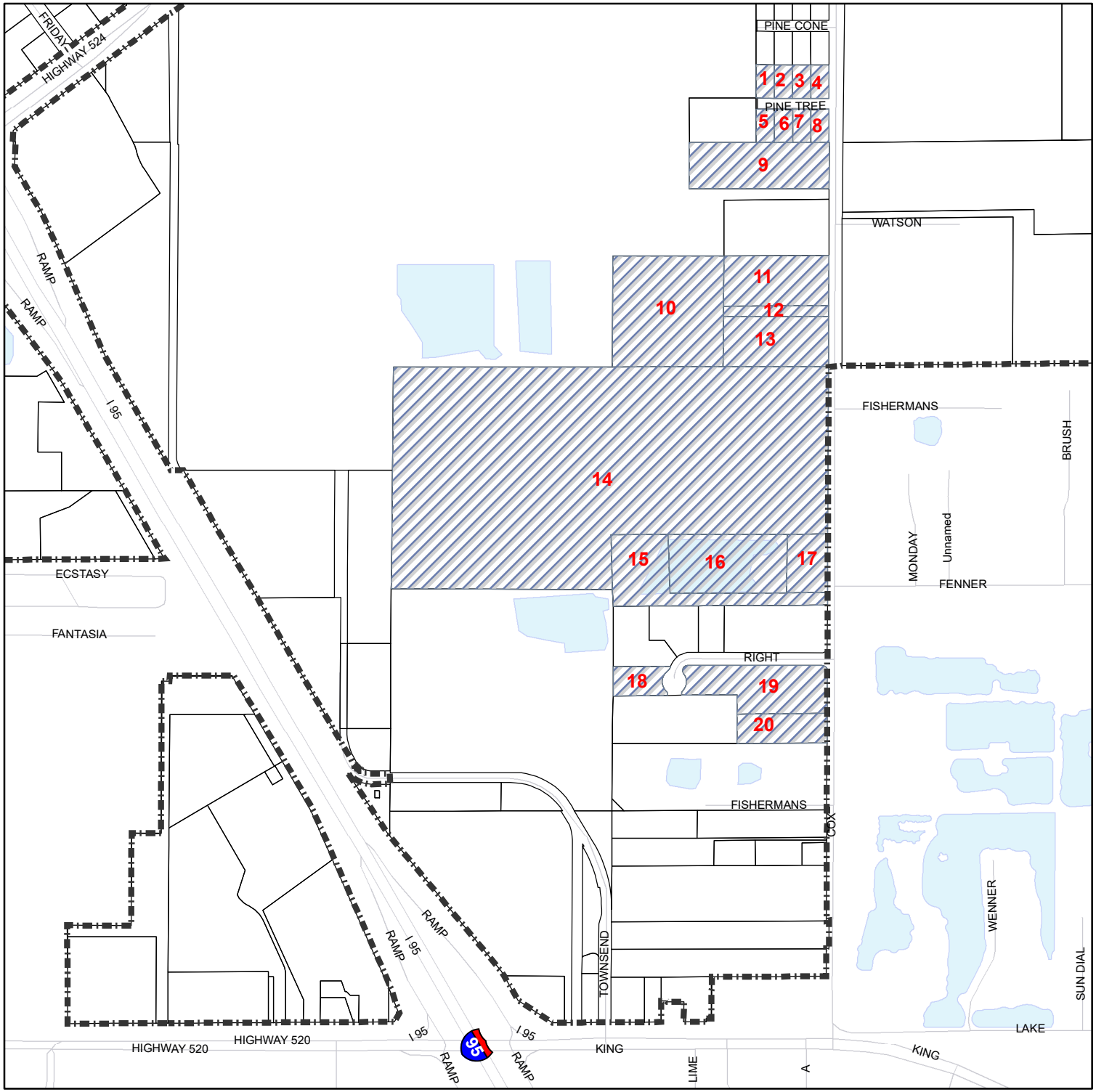
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Areas



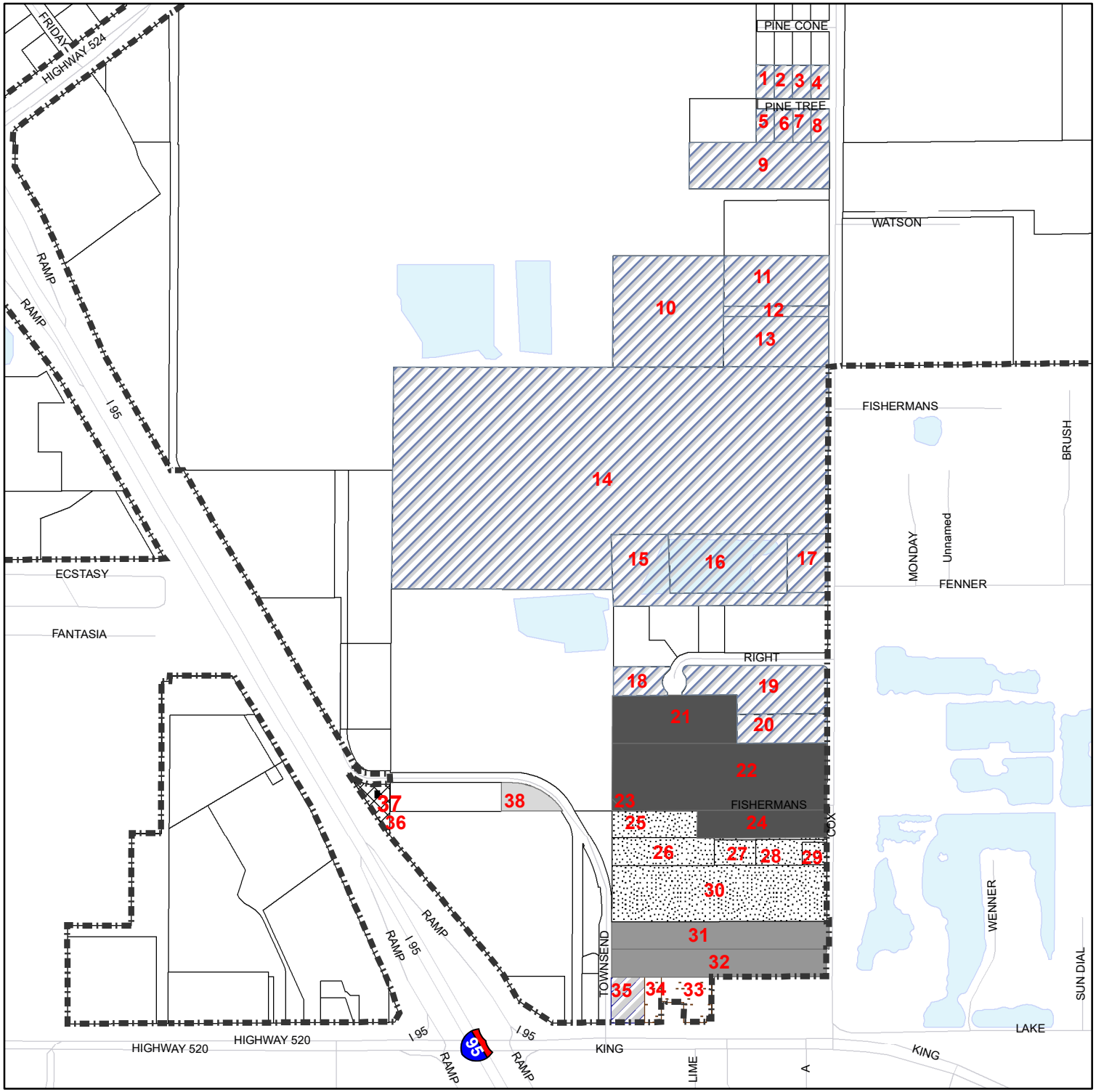
Lot #	Parcel #
1	24-35-23-00-761
2	24-35-23-00-774
3	24-35-23-00-765
4	24-35-23-00-762
5	24-35-23-00-766
6	24-35-23-00-768
7	24-35-23-00-763
8	24-35-23-00-764
9	24-35-26-00-16
10	24-35-26-00-7
11	24-35-26-00-20
12	24-35-26-00-21
13	24-35-26-00-8
14	24-35-26-00-10
15	24-35-26-00-18
16	24-35-26-00-12
17	24-35-26-00-13
18	24-35-26-00-778
19	24-35-26-00-750
20	24-35-26-00-770

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 17-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 9.85 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

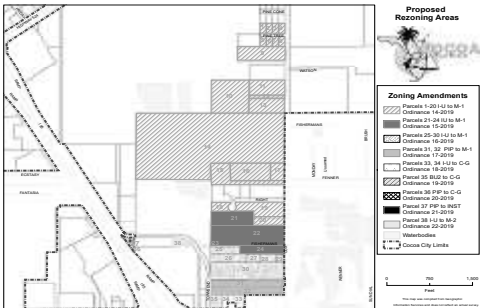
ORDINANCE 18-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON NOVEMBER 6, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON NOVEMBER 13, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

The Planning and Zoning Board/Local Planning Agency public hearing may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612335

Legislation Details (With Text)

File #:	19-560	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/4/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Ordinance No. 15-2019/ 1st Reading: ApprovalApproval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 15-2019 Rezoning (Batch 2).pdf Exhibit A - Cox Rd Rezone Map (Batch 2).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (Rezone Cox Rd).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2019
Agenda Date: November 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 15-2019/ 1st Reading: ApprovalApproval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of four (4) parcels of land totaling approximately 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for each of the subject parcels that is consistent with their respective FLU designations and existing land uses. The parcels are labeled as Parcels 21 through 24 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land

Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 15-2019. These four parcels contain existing industrial uses and vacant land.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
21	2408046	24-35-26-00-771	4.97	590 Cox Rd & 4050 Right St	Showtime Investments Inc.	Auto Auction
22	2408043	24-35-26-00-767	11.76	500 Cox Rd	Showtime Investments Inc.	Auto Auction
23	2443010	24-35-26-00-767.1	0.06	(Not Assigned)	Showtime Investments Inc.	Vacant Land
24	2408025	24-35-26-00-755	2.94	490 Cox Rd	Castetter, Clayton	Auto-Body

Future Land Use Designation: Current: Industrial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa M-1

(Light Industrial and Warehouse District)

powered by Legistar™

Existing Land Use: Industrial, auto auction uses and vacant land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	IU (County)	Industrial uses and vacant land
South	Industrial	IU (County)	Industrial uses and vacant land
East	CC and RES 15 (County)	GU, BU-1-A, BU-2, and AGR (County)	Single Family Residential, Retail and vacant land
West	Industrial	M-2 (City)	Electric power plant

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The land use pattern along the west side of Cox Road consists of light industrial and manufacturing businesses, which were developed prior to the properties' annexation into the City. The City's M-1 zoning district was chosen for these parcels as being the City district most closely associated with the existing land uses of these parcels.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed M-1 zoning district will not create an isolated district. Instead, it will continue the application of the existing M-1 district already applied to all the parcels on the west side of Cox Road from SR524 south to the northernmost parcel of the study area.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County IU zoning, nor are they allowed under the proposed M-1 zoning.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of Cox Road; however that district is not a City zoning district. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLUM designation for the subject properties is “Industrial” which allows the proposed M-1 zoning district designation.

> **Policy 1.1.2.10: Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to these parcels that is consistent with the City of Cocoa’s Comprehensive Plan and the existing industrial land uses.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: The parcels already have an industrial zoning designation under the County and an Industrial Future Land Use designation, and there is already a mix of residential, commercial, and light industrial uses in the area; therefore, the proposed rezoning would not adversely influence living conditions in the immediate area. The M-1 zoning district permits light industrial uses similar to those uses already allowed under the Brevard County IU zoning. Through the site plan review process, landscaping/buffer requirements would minimize potential effects in the immediate area, particularly the residential uses to the east.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County IU zoning are very similar to those allowed under the City M-1 zoning.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation, although the front setback under the County is twice that required under

the City zoning. A comparison of the setbacks required by Brevard County IU vs. City of Cocoa M-1 follows.

	Brevard County IU zoning	City of Cocoa M-1 zoning
Front setback	40 ft.	20 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	20 ft. (15 ft. when abutting an alley)

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for the subject properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property for the reasons stated above, including that the proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood. In addition, development of the subject properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The properties all retain the former Brevard County zoning designations from the time of their annexation into the City of Cocoa and many of the present uses are ones that have continued from that time.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for light manufacturing and industrial uses in close proximity to SR520 and Interstate 95.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: The western side of Cox Road has been an area of light industrial and manufacturing uses prior to its annexation into the City. The proposed rezoning is a

continuation of that existing use.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-1 zoning designation is consistent with the allowable uses under the “Industrial” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

RECOMMENDED MOTION:

Ordinance No. 15-2019/ 1st Reading: ApprovalApproval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

ORDINANCE NO. 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa M-1 (Light

Industrial and Warehouse District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed Rezoning Areas



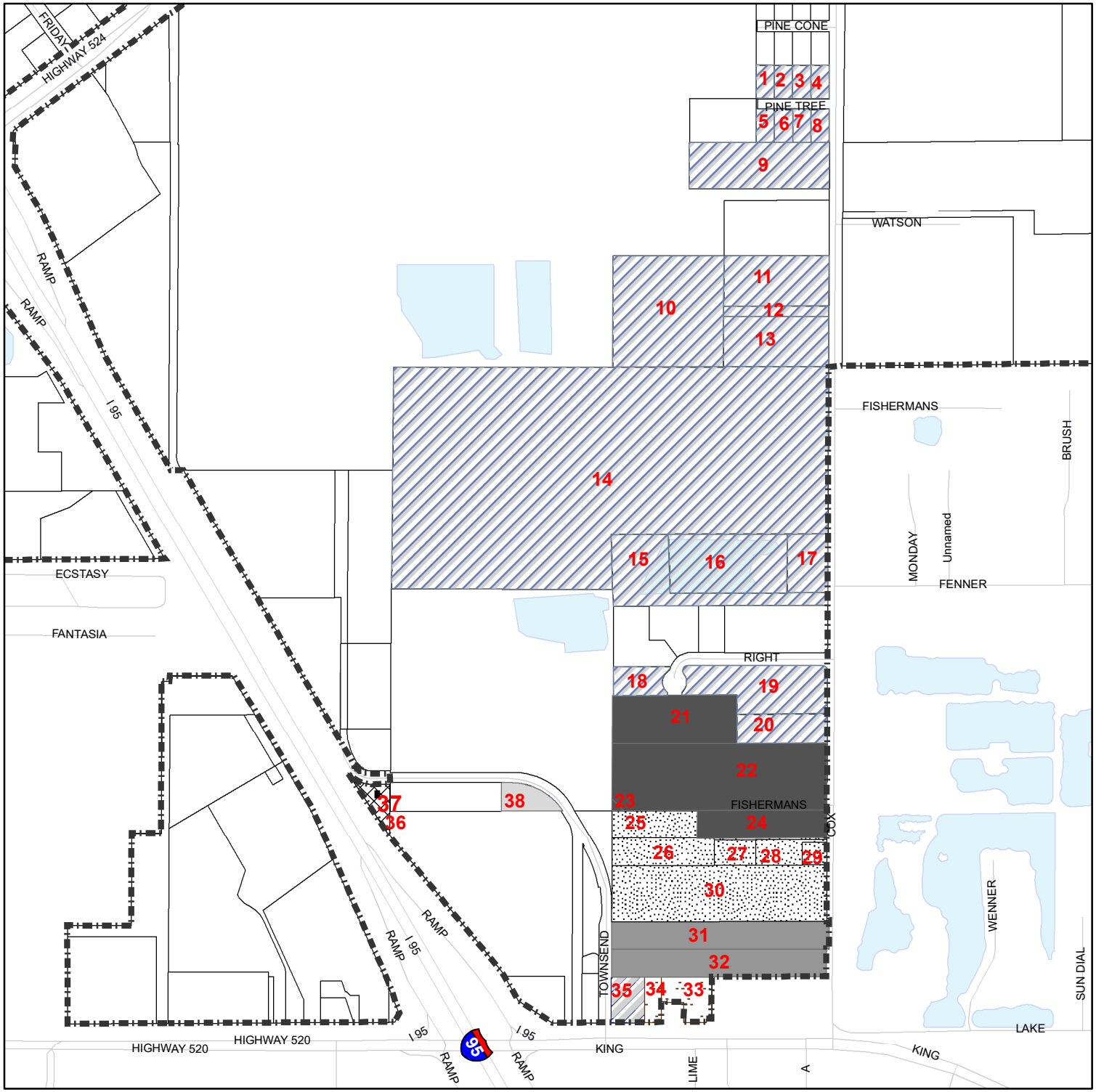
Lot #	Parcel #
21	24-35-26-00-771
22	24-35-26-00-767
23	24-35-26-00-767.1
24	24-35-26-00-755

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 17-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 9.85 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

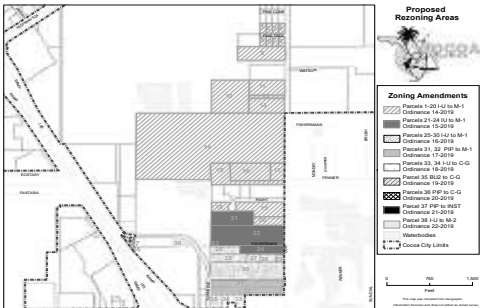
ORDINANCE 18-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON NOVEMBER 6, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON NOVEMBER 13, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

The Planning and Zoning Board/Local Planning Agency public hearing may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612335

Legislation Details (With Text)

File #:	19-562	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/4/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Ordinance No. 16-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 16-2019 Rezoning (Batch 3).pdf Exhibit A - Cox Rd Rezone Map (Batch 3).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (Rezone Cox Rd).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2019
Agenda Date: November 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of six (6) parcels of land totaling approximately 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for each of the subject parcels that is consistent with their respective FLU designations and existing land uses. The parcels are labeled as Parcels 25 through 30 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

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as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

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The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 16-2019. These six parcels contain existing industrial, manufacturing, office and automotive uses as well as vacant land.

Zoning Amendment Parcels

Legal Ad Map #	***Tax ID #***	***Parcel #***	***Acres***	***Parcel Address***	**Owners**	**Current Use**
25	2408047	24-35-26-00-772	1.94	480 Cox Rd	PENOYER, ROBERT E	Light Manufacturing
26	2408026	24-35-26-00-756	2.56	460 Cox Rd	460 COX LLC	Vacant Land
27	2408052	24-35-26-00-777	0.89	(Not Assigned)	ROBINSON, JOHN A & ROBERTA M	Vacant Land
28	2408027	24-35-26-00-756.1	1.02	450 Cox Rd	ROBINSON, JOHN A & ROBERTA M	Office
29	2408028	24-35-26-00-756.2	0.46	440 Cox Rd	CHAPMAN, DENCIL & ANNA	Used Auto Sales
30	2408029	24-35-26-00-757	9.8	430 Cox Rd	CASTETTER, CLAYTON	Vacant Land

Future Land Use Designation: Current: Industrial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa M-1

(Light Industrial and Warehouse District)

Existing Land Use: Industrial, manufacturing, auto sales and vacant land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	IU (County)	Auto auction and repair uses
South	Industrial	PIP (County)	Industrial and Manufacturing uses
East	CC and RES 15 (County)	BU-1-A, BU-1, and BU-2 (County)	Single Family Residential, Retail and vacant land
West	Commercial	C-G (City)	Sam's Club

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The land use pattern along the west side of Cox Road consists of light industrial and manufacturing businesses, which were developed prior to the properties' annexation into the City. The City's M-1 zoning district was chosen for these parcels as being the City district most closely associated with the existing land uses of these parcels.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed M-1 zoning district will not create an isolated district. Instead, it will continue the application of the existing M-1 district already applied to all the parcels on the west side of Cox Road from SR524 south to the northernmost parcel of the study area.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed M-1 zoning.

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d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of Cox Road; however that district is not a City zoning district. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLUM designation for the subject properties is “Industrial” which allows the proposed M-1 zoning district designation.

> **Policy 1.1.2.10: Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to these parcels that is consistent with the City of Cocoa’s Comprehensive Plan and the existing industrial land uses.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: The parcels already have an industrial zoning designation under the County and an Industrial Future Land Use designation, and there is already a mix of residential, commercial, and light industrial uses in the area; therefore, the proposed rezoning would not adversely influence living conditions in the immediate area. The M-1 zoning district permits light industrial uses similar to those uses already allowed under the Brevard County IU zoning. Through the site plan review process, landscaping/buffer requirements would minimize potential effects in the immediate area, particularly the residential uses to the east.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County IU zoning are very similar to those allowed under the City M-1 zoning.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation, although the front setback under the County is twice that required under the City zoning. A comparison of the setbacks required by Brevard County IU vs. City of Cocoa M-1 follows.

	Brevard County IU zoning	City of Cocoa M-1 zoning
Front setback	40 ft.	20 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	20 ft. (15 ft. when abutting an alley)

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for subject properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property for the reasons stated above, including that the proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood. In addition, development of the subject properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The properties all retain the former Brevard County zoning designations from the time of their annexation into the City of Cocoa and many of the present uses are ones that have continued from that time.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for light manufacturing and industrial uses in close proximity to SR520 and Interstate 95.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already

permitting such use.

Staff Finding: The western side of Cox Road has been an area of light industrial and manufacturing uses prior to its annexation into the City. The proposed rezoning is a continuation of that existing use.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-1 zoning designation is consistent with the allowable uses under the "Industrial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

RECOMMENDED MOTION:

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

ORDINANCE NO. 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa M-1 (Light

Industrial and Warehouse District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

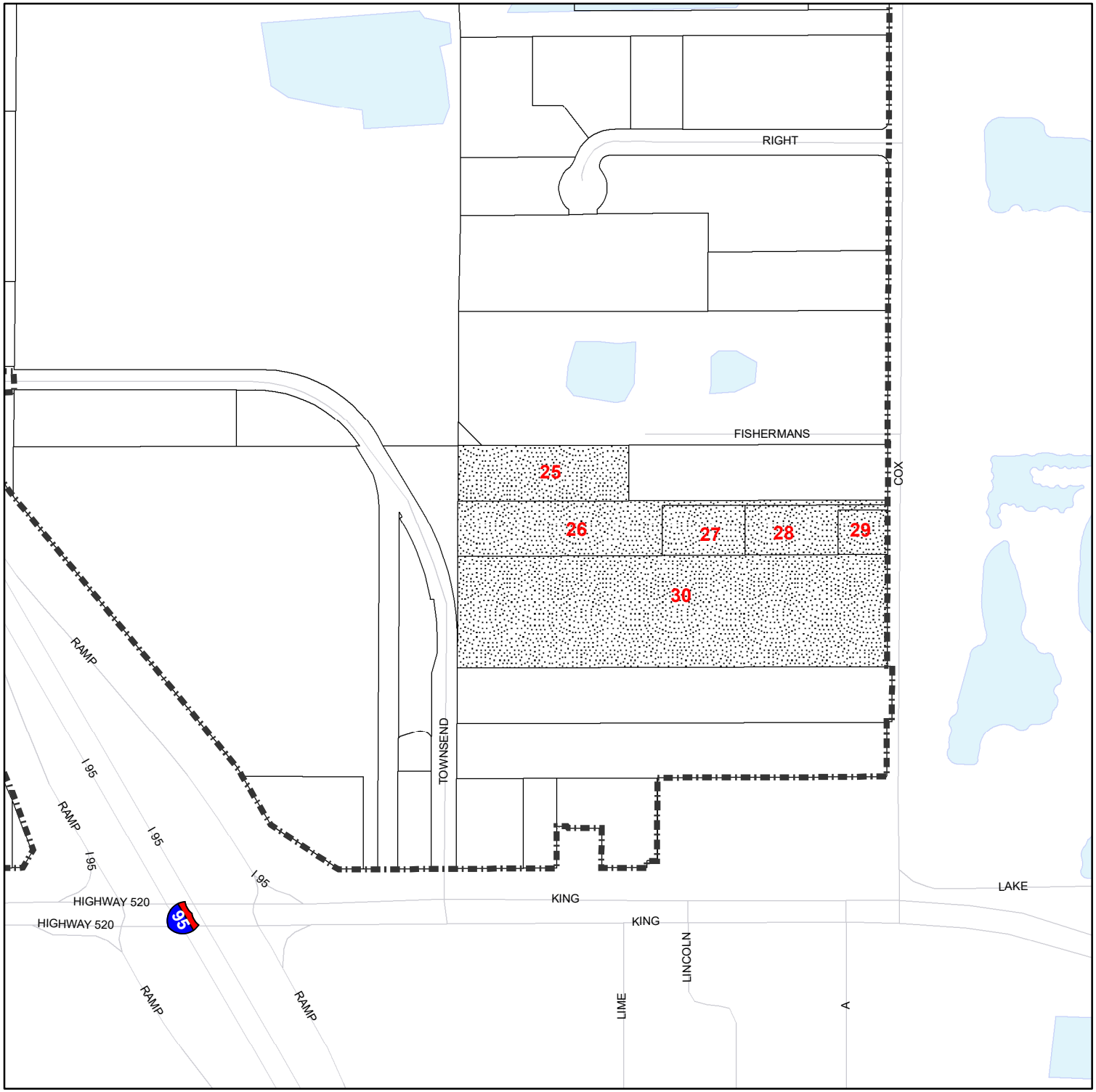
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Areas



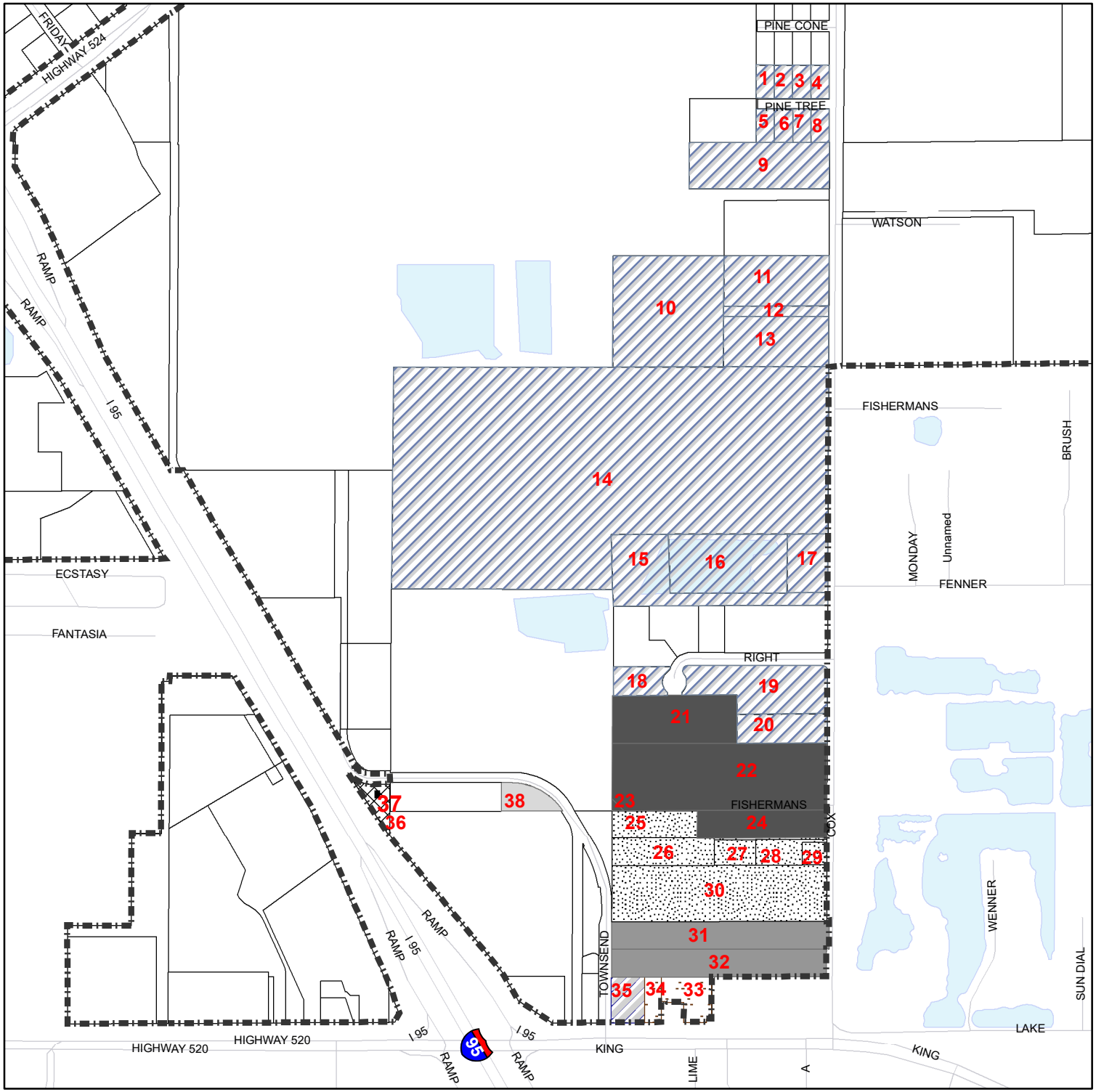
Lot #	Parcel #
25	24-35-26-00-772
26	24-35-26-00-756
27	24-35-26-00-777
28	24-35-26-00-756.1
29	24-35-26-00-756.2
30	24-35-26-00-757

0 385 770

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 17-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 9.85 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

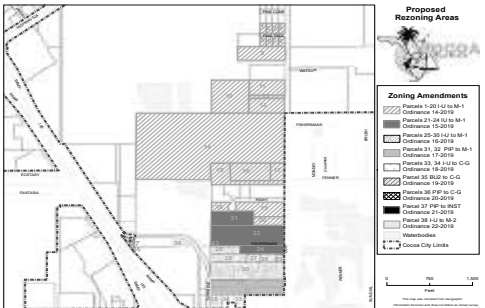
ORDINANCE 18-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON NOVEMBER 6, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON NOVEMBER 13, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

The Planning and Zoning Board/Local Planning Agency public hearing may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612335

Legislation Details (With Text)

File #:	19-563	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/4/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Ordinance No. 18-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 18-2019 Rezoning (Batch 5).pdf Exhibit A - Cox Rd Rezone Map (Batch 5).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (Rezone Cox Rd).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2019
Agenda Date: November 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcels that are consistent with their FLU designation and existing land use. The parcels are labeled as Parcels 33 and 34 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation. The study was undertaken

as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 18-2019. These two parcels contain an existing motel and a donut shop restaurant.

Zoning Amendment Parcels

Legal Ad Map #	***Tax ID #***	***Parcel #***	***Acres***	***Parcel Address***	**Owners**	**Current Use**
33	2408033	24-35-26-00-760	1.44	4150 W King St	H R S Hotels Corp	Motel
34	2408042	24-35-26-00-766	0.62	4200 W King St	4200 WEST KING STREET LLC	Restaurant

Future Land Use Designation: Current: Commercial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa C-G (General Commercial)

Existing Land Use: Motel and donut shop

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	PIP (County)	Industrial and manufacturing uses
South	CC and NC (County)	BU-1-A, BU-1, BU-2 and RU-1-7 (County)	Restaurant, gas station, motel, residential and vacant land
East	CC (County)	TU-2 and IU (County)	Restaurant and vacant land
West	Commercial	C-G (City) and TU-2 (County)	Sam's Club store

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The land use pattern along the north side of SR520 consists of auto-dependent uses typically found at intersections with state and interstate roadways. Businesses such as convenience stores, motels and restaurants line both sides of SR520 at this junction with Interstate 95. The City's C-G zoning district was chosen for these parcels as being the City district most closely associated with the existing land uses on the parcels.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed C-G zoning district will not create an isolated district. Instead, it will continue the existing C-G zoning district already applied to the parcels on the north side of SR520 between I-95 and Townsend Road.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Rezoning the subject parcel will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed C-G zoning.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing boundaries are illogically drawn in relation to the existing uses in the area. The current County IU zoning district is intended to apply to an area in which the principal use of land is for manufacturing, assembling and fabrication and for warehousing, which are not desirable uses at the intersection of an interstate highway and a state road, a very visible entrance point to the City. In addition, it is illogical to continue to allow properties

within the City with a City FLU to remain without a City zoning district.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLUM designation for the subject property is “Commercial” which allows the proposed C-G zoning district designation. The current Brevard County I-U Light Industrial zoning would be inconsistent with the Commercial FLUM designation, which permits only commercial-oriented zoning districts such as C-G, C-W (Commercial Wholesale), C-P (Commercial Parkway), C-C (Core Commercial), P-S (Professional, Offices and Services), and PUD.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and existing land uses.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: There are no residential uses on the north side of SR520 in this vicinity. There are eight parcels on the south side of SR520 with Brevard County residential zoning, over half of which are vacant land and two of which have single-family residential structures. The existing motel on the eastern of the two subject parcels was built in 1973, prior to the parcel’s annexation into the City, whereas the Duncan Donuts restaurant on the other subject parcel was built two years ago. The current County IU zoning allows retail, restaurant, office and motel uses and the proposed C-G zoning also allows the same types of uses, therefore the proposed rezoning would not significantly change or adversely influence living conditions in the immediate area. In fact, the change will reduce the possibility of redevelopment with light industrial uses in close proximity to the residentially-zooned parcels on the south side of SR 520.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County IU zoning are very similar to those allowed under the City C-G zoning.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation, although the front setback under the County is greater than that required

under the City zoning. A comparison of the setbacks required by Brevard County IU vs. City of Cocoa C-G follows.

	Brevard County IU zoning	City of Cocoa C-G zoning
Front setback	40 ft.	25 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	20 ft. (15 ft. when abutting an alley)

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the allowed uses of the subject properties, except that it will eliminate light industrial uses such as manufacturing, assembling and fabrication, and warehousing. This is likely a positive change for surrounding commercially-zoned parcels.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs. In addition, because the proposed C-G zoning is consistent with neighboring properties, the change will not be a deterrent to development of adjacent property.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The existing County IU zoning allows the present use of the property and the proposed C-G zoning will also allow the present use. However, the County zoning designation is in conflict with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for commercial uses in close proximity to SR520 and Interstate 95, and the zoning district was chosen to accommodate already existing uses on the properties.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already

permitting such use.

Staff Finding: The subject parcels are already developed and the proposed rezoning is not initiated as a result of any redevelopment planned for the parcels. The zoning district was chosen to accommodate already existing uses on the properties and the existing Future Land Use designation.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-G zoning designation is consistent with the allowable uses under the "Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

RECOMMENDED MOTION:

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

ORDINANCE NO. 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa C-G

(General Commercial District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

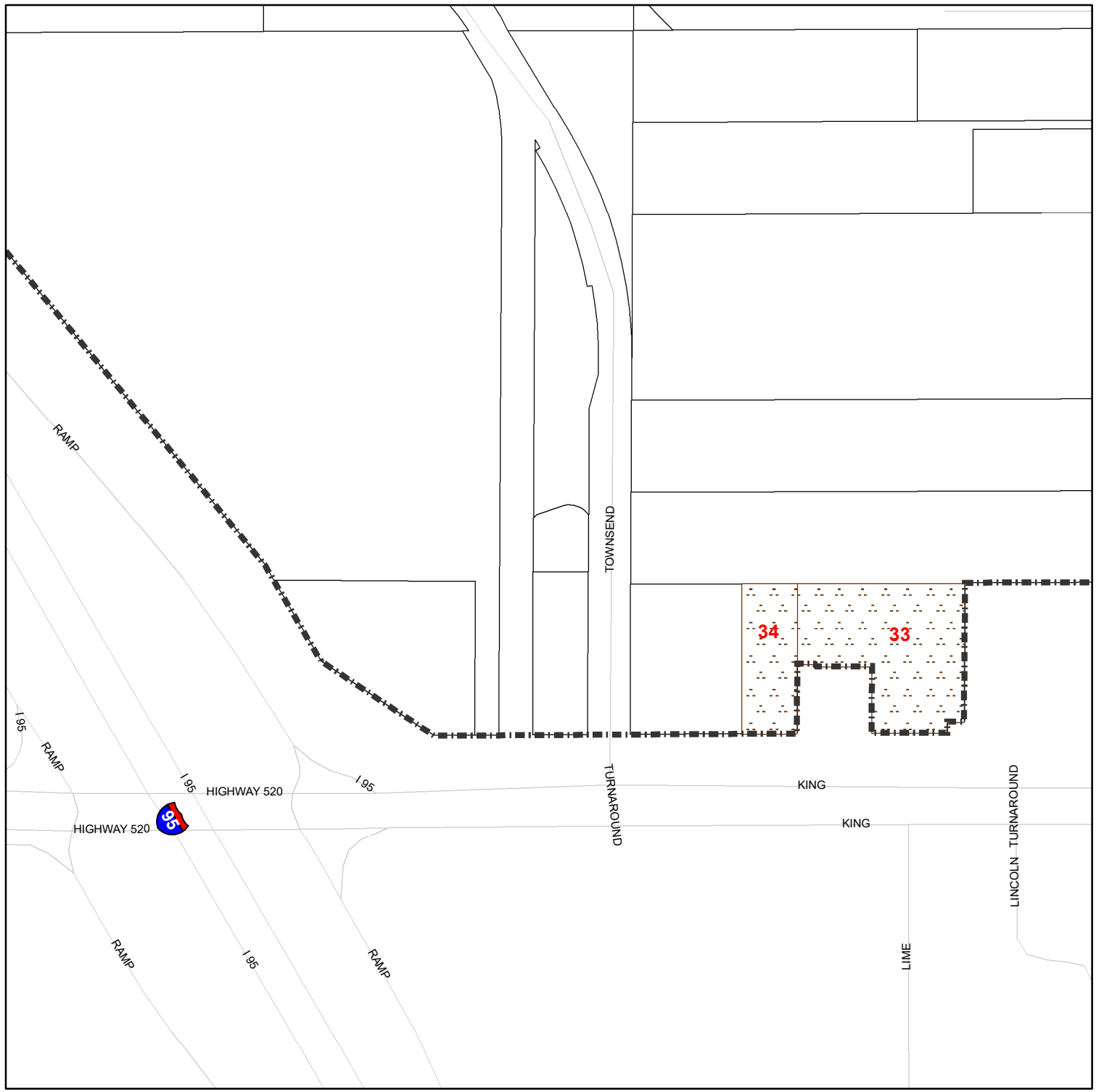
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Areas



Lot #	Parcel #
33	24-35-26-00-760
34	24-35-26-00-766

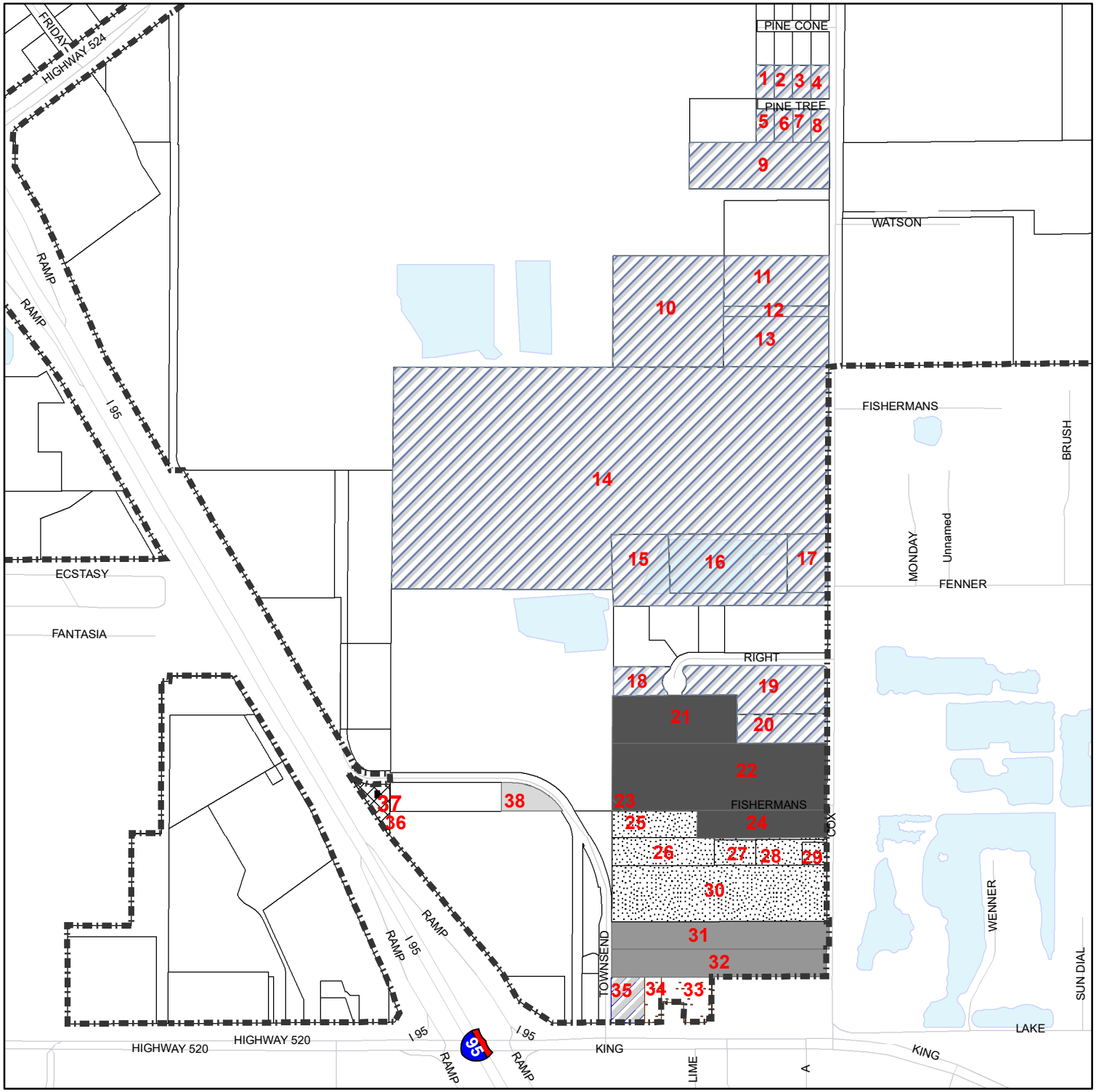
0 230 460

Feet

This map was compiled from Geographic

Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 17-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 9.85 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

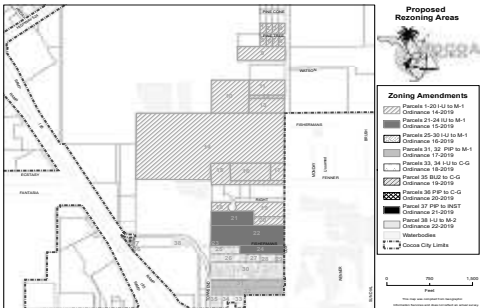
ORDINANCE 18-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON NOVEMBER 6, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON NOVEMBER 13, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

The Planning and Zoning Board/Local Planning Agency public hearing may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612335

Legislation Details (With Text)

File #:	19-564	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/4/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Ordinance No. 19-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 19-2019 Rezoning (Batch 6).pdf Exhibit A - Cox Rd Rezone Map (Batch 6).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (Rezone Cox Rd).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2019
Agenda Date: November 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 19-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcel that is consistent with its FLU designation and existing land use. The parcel is labeled as Parcel 35 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land

Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 19-2019. This parcel contains an existing convenience store.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
35	2408032	24-35-26-00-759	1.24	4220 W King St	AAO STORES LLC	Convenience Store

Future Land Use Designation: Current: Commercial

Zoning District: Current: Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial)

Proposed: City of Cocoa C-G (General Commercial)

Existing Land Use: Convenience store

Council District: District 3 - Councilmember Don Boisvert

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Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	PIP (County)	Industrial and manufacturing uses
South	CC (County)	BU-1 and BU-2 (County)	Restaurant, gas station and motel
East	Commercial (City) and CC (County)	IU, and TU-2 (County)	Donut shop, restaurant and motel
West	Commercial	C-G (City)	Sam's Club store

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The land use pattern along the north side of SR520 consists of auto-dependent uses typically found at intersections with state and interstate roadways. Businesses such as convenience stores, motels and restaurants line both sides of SR520 at this junction with Interstate 95. The existing convenience store on the subject parcel was developed prior to the property's annexation into the City. The City's C-G zoning district was chosen for this parcel as being the City district most closely associated with the existing land uses of the parcel.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed C-G zoning district will not create an isolated district. Instead, it will continue the existing C-G zoning district already applied to the parcels on the north side of SR520 between I-95 and Townsend Road.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Rezoning the subject parcel will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed C-G zoning.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district. It should also be noted that the Brevard County BU-2 zoning district would allow, in addition to commercial retail uses, warehousing and wholesale commercial uses. These are not desirable uses at the intersection of an interstate highway

and a state road, a very visible entrance point to the City.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLUM designation for the subject property is “Commercial” which allows the proposed C-G zoning district designation.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and existing land uses.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: There are no residential uses on the north side of SR520 in this vicinity. There are eight parcels on the south side of SR520 with Brevard County residential zoning, over half of which are vacant land and two of which have single-family residential structures. The existing convenience store on the subject parcel was built in 1990, prior to the parcel’s annexation into the City. The current County BU-2 zoning allows retail, restaurant, office and motel uses and the proposed C-G zoning also allows the same types of uses, therefore the proposed rezoning would not significantly change or adversely influence living conditions in the immediate area. In fact, the change will reduce the possibility of redevelopment with wholesale and warehousing uses in close proximity to the residentially-zoned parcels on the south side of SR 520.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County BU-2 zoning are very similar to those allowed under the City C-G zoning.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation. A comparison of the setbacks required by Brevard County BU-2 vs. City of Cocoa C-G follows.

	Brevard County BU-2 zoning	City of Cocoa C-G zoning
Front setback	25 ft.	25 ft.
Side interior setback	5 ft.	None
Rear setback	15 ft.	20 ft. (15 ft. when abutting an alley)

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the allowed uses of the subject properties, except that it will eliminate wholesale and warehousing uses. This is likely a positive change for surrounding commercially-zoned parcels.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner as the change of zoning is consistent with the existing use of the property involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The existing County BU-2 zoning allows the present use of the property and the proposed C-G zoning will also allow the present use. However, the County zoning designation is in conflict with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for commercial uses in close proximity to SR520 and Interstate 95, and the zoning district was chosen to accommodate the already existing use on the property.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already

permitting such use.

Staff Finding: The subject parcel is already developed and the proposed rezoning is not initiated as a result of any redevelopment planned for the subject parcel. The zoning district was chosen to accommodate already existing uses on the property and the existing Future Land Use designation.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-G zoning designation is consistent with the allowable uses under the "Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

RECOMMENDED MOTION:

Ordinance No. 19-2019/ 1st Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

ORDINANCE NO. 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

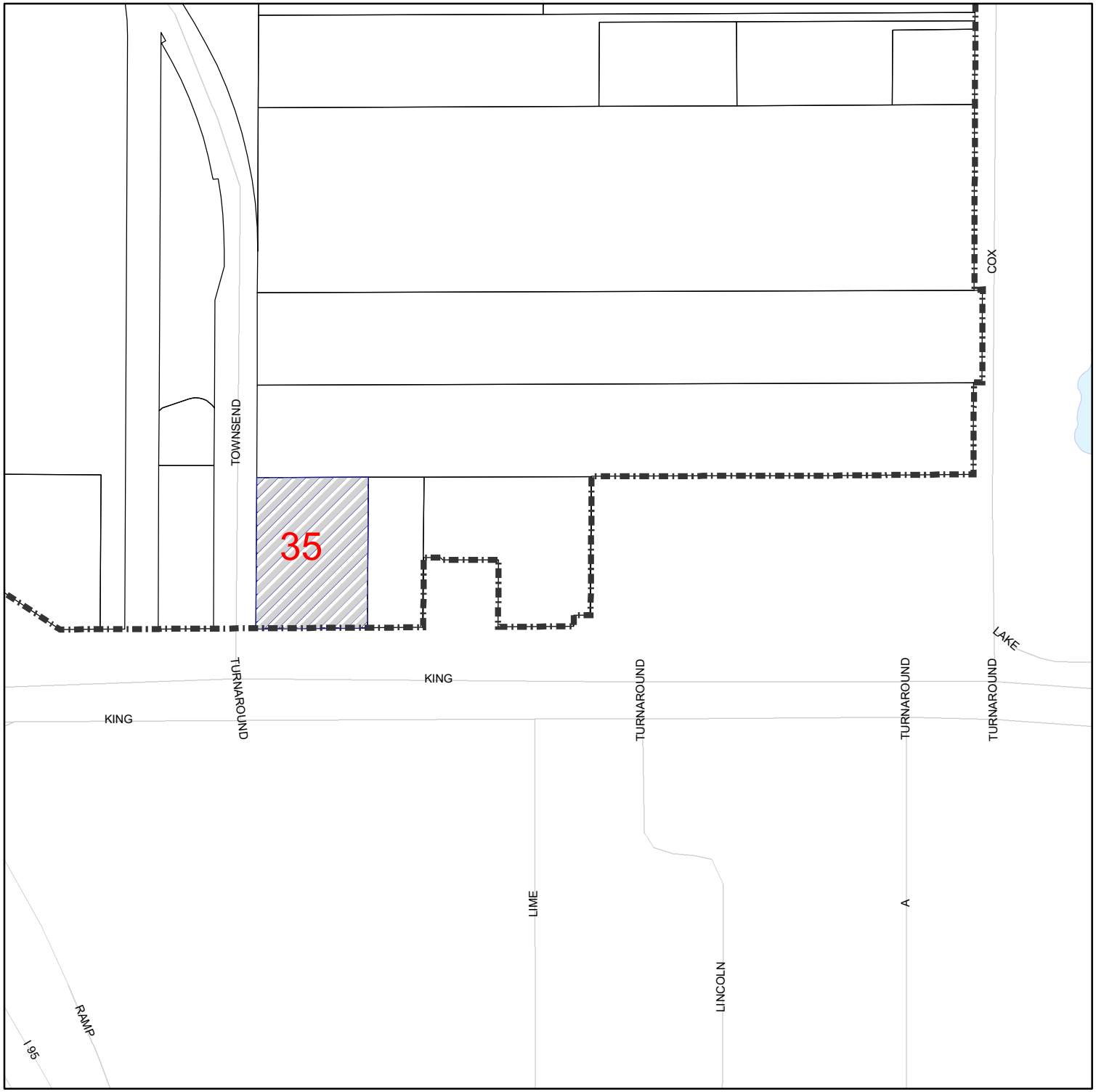
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Area



COCOA FLORIDA

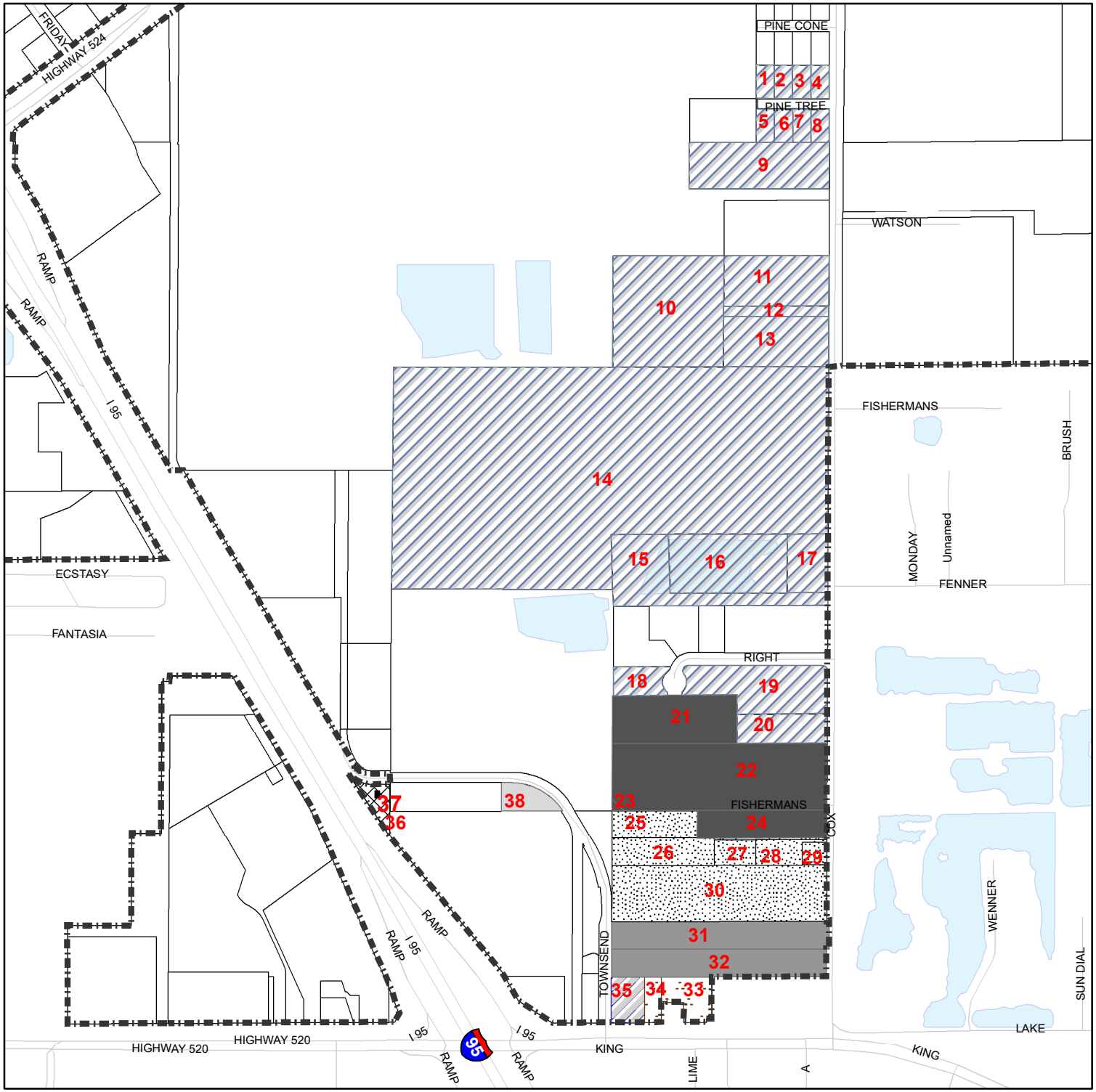
Parcel #
24-35-26-00-759

0 230 460

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 17-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 9.85 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

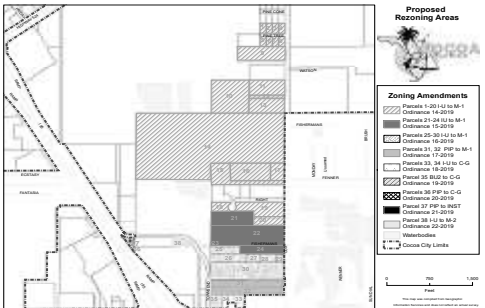
ORDINANCE 18-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON NOVEMBER 6, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON NOVEMBER 13, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

The Planning and Zoning Board/Local Planning Agency public hearing may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612335

Legislation Details (With Text)

File #:	19-565	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/4/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Ordinance No. 20-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 20-2019 Rezoning (Batch 7).pdf Exhibit A - Cox Rd Rezone Map (Batch 7).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (Rezone Cox Rd).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2019
Agenda Date: November 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcel that is consistent with its FLU designation and existing land use. The single parcel is labeled as Parcel 36 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation. The study was undertaken

as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Lots 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 20-2019. This parcel contains an existing billboard.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
36	2441465	24-35-26-00-535	0.75	560 Townsend Rd	Clear Channel Outdoor Inc.	Billboard Site

Future Land Use Designation: Current: Commercial

Zoning District: Current: Brevard County PIP (Planned Industrial Park)

Proposed: City of Cocoa C-G (General Commercial)

Existing Land Use: Billboard site

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

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	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	M-2	Electric power plant, Industrial uses and vacant land
South	Interstate 95	Interstate 95	Interstate 95
East	Industrial and Commercial	M-2 and C-G	Sam's Club store and vacant land
West	Commercial	C-G	I-95 and Toyota/Nissan dealerships

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The land use pattern along Townsend Road north of the Sam's Club store is heavy industrial in nature with an electric power generation plant, large electric transfer station and a solid waste recycling center as well as several smaller business. The subject parcel however is a remnant part of the Sam's Club site to the southeast of the subject site. It was given the same Commercial FLU in part because the site cannot be developed beyond the existing commercial billboard presently on the parcel. The City's C-G zoning district was chosen for this parcel as being the City district most closely associated with the existing land uses of the parcel.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed C-G zoning district will not create an isolated district. It is a continuation of the existing C-G district already applied to the Sam's Club parcels to the southeast.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Rezoning the subject parcel will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed C-G zoning.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing zoning boundaries are in conflict with the current City FLU on the parcel. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLUM designation for the subject properties is “Commercial” which allows the proposed C-G zoning district designation.

> **Policy 1.1.2.9: Commercial (COMM).** Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and existing land uses.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: There are no residential uses in the nearby area. As the parcel is already developed to the maximum extent possible, the proposed rezoning would not adversely influence living conditions in the neighboring area.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. The current PIP zoning allows similar uses to the City’s C-G district because it includes uses under County BU-1 and BU-2 zoning such as retail, office, personal services, warehousing and wholesale businesses. Therefore, the traffic generation of the districts are very similar and would result in a similar traffic impact on Townsend Road.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any redevelopment of the subject site would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: Although the property is already developed to its maximum extent, a comparison of the setbacks required by Brevard County PIP vs. City of Cocoa C-G follows.

	Brevard County PIP zoning	City of Cocoa C-G zoning
Front setback	50 ft.	25 ft.

Side interior setback	50 ft.	None
Rear setback	25 ft.	20 ft.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the allowed uses of the subject property except that it will, in fact, eliminate the possibility of residential development that may negatively affect the potential development of nearby industrial parcels.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the vacant parcel to the east will not be effected as it is already zoned M-2. See analysis in Section (k) as well.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The subject parcel is already developed. However, the lack of a City zoning designation on the parcel is in conflict with the City's Comprehensive Plan requirement that City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for commercial and industrial uses in close proximity to SR520 and Interstate 95, and the zoning district was chosen to accommodate already existing uses on the property.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: The subject parcel is already developed and the proposed rezoning is not initiated as a result of any redevelopment planned for the subject parcel. The zoning district was chosen to accommodate already existing uses on the property and the existing Future Land Use designation.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-G zoning designation is consistent with the allowable uses under the "Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

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Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

RECOMMENDED MOTION:

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

ORDINANCE NO. 20-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-

G (General Commercial District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

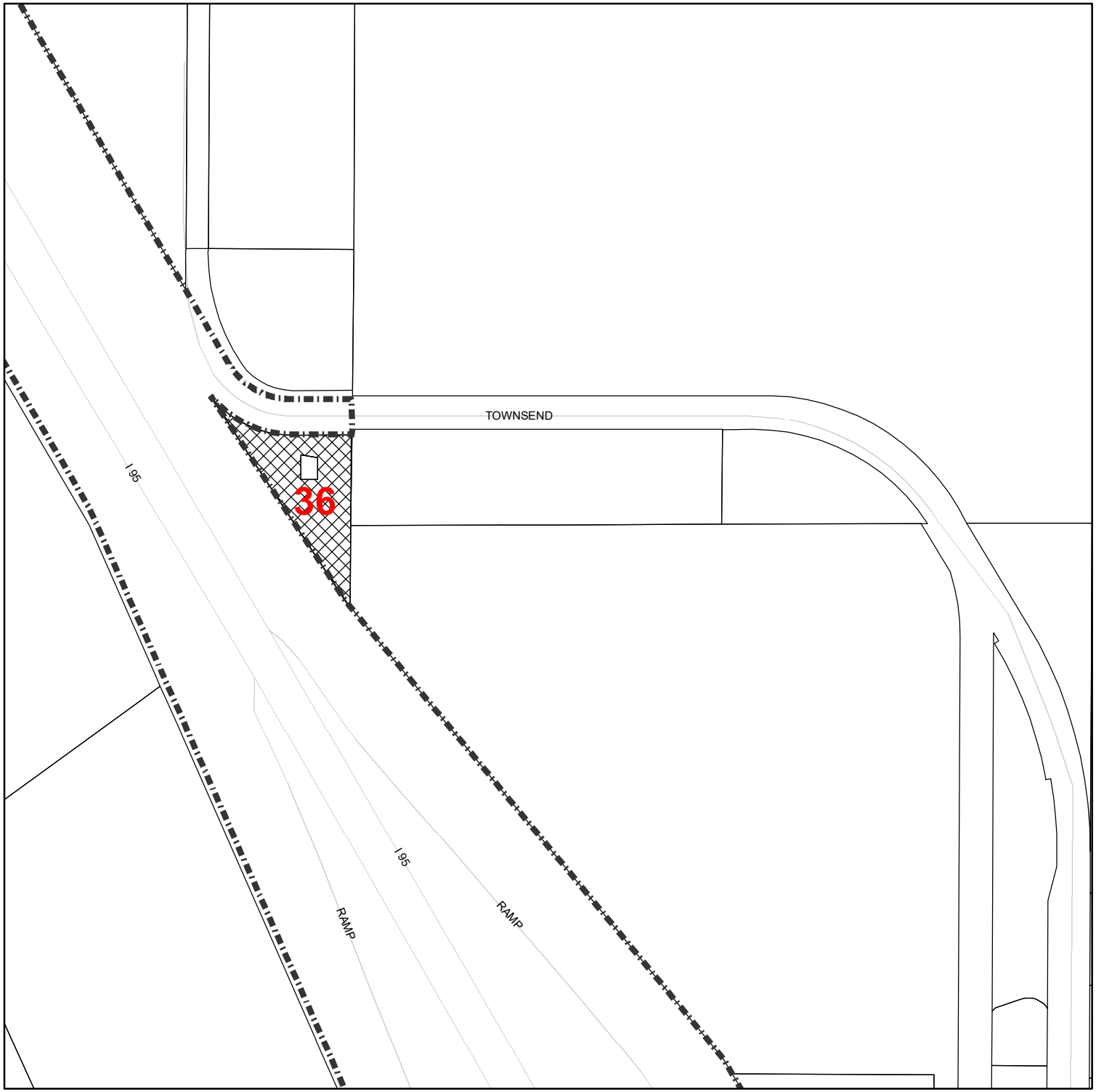
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Area



COCOA
FLORIDA

Parcel #
24-35-26-00-535

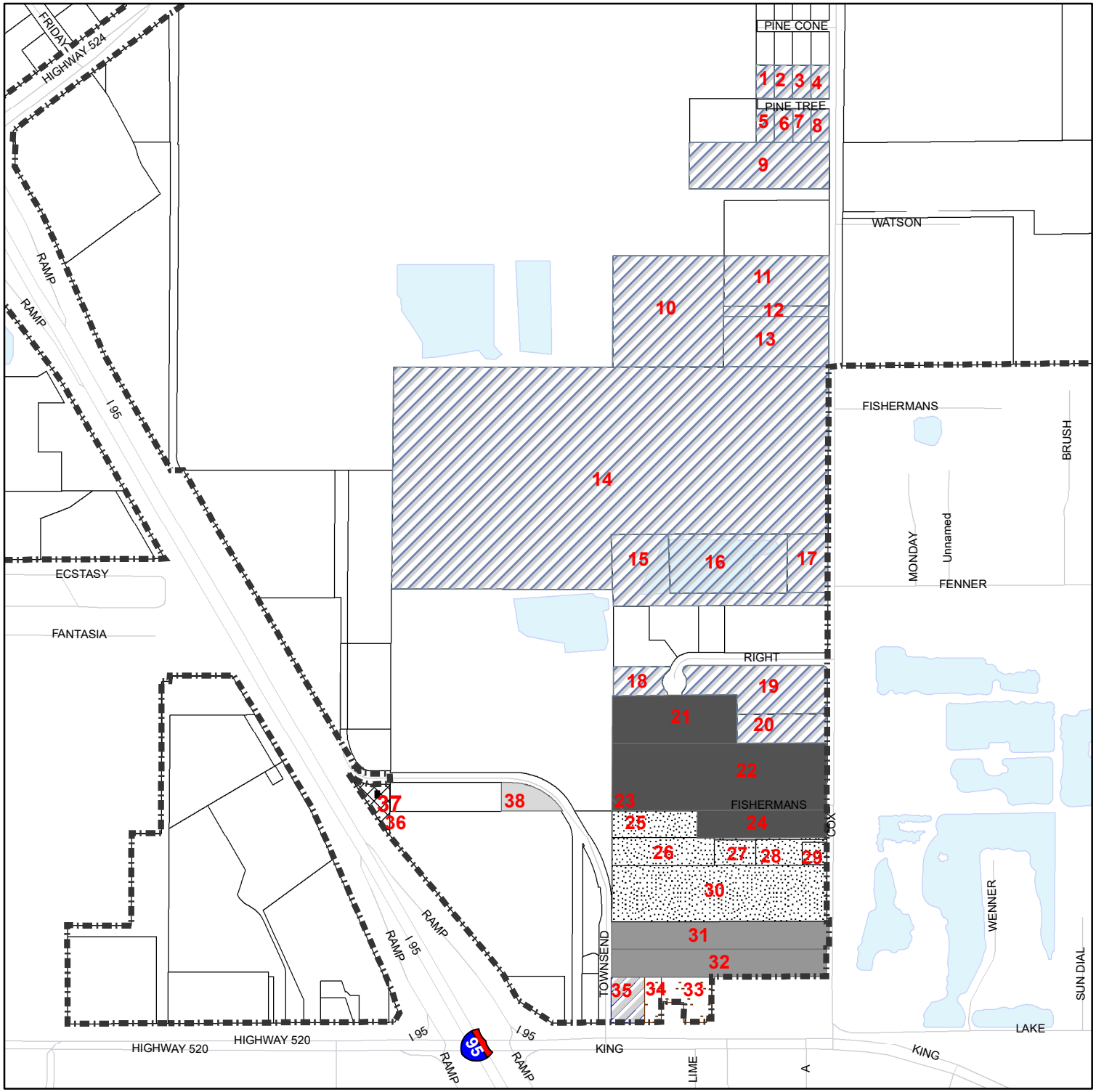
0 230 460

Feet

This map was compiled from Geographic

Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 17-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 9.85 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

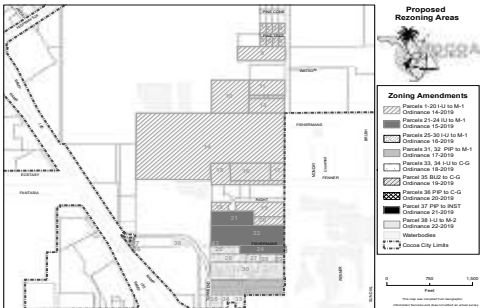
ORDINANCE 18-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON NOVEMBER 6, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON NOVEMBER 13, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

The Planning and Zoning Board/Local Planning Agency public hearing may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612335

Legislation Details (With Text)

File #:	19-566	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/4/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Ordinance No. 21-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 21-2019 Rezoning (Batch 8).pdf Exhibit A - Cox Rd Rezone Map (Batch 8).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (Rezone Cox Rd).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2019
Agenda Date: November 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 21-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcel that is consistent with its FLU designation and existing land use. The single parcel is labeled as Parcel 37 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation. The study was undertaken

as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Lot 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 21-2019. This parcel contains an existing City of Cocoa sewer lift station.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
37	2408008	24-35-26-00-522	0.03	572 Townsend Rd	CITY OF COCOA	Lift Station

Future Land Use Designation: Current: Commercial

Zoning District: Current: Brevard County PIP
(Planned Industrial Park)
Proposed: City of Cocoa C-G (General Commercial)

Existing Land Use: Lift Station

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	M-2	Electric power plant, Industrial uses and vacant land
South	Interstate 95	Interstate 95	Interstate 95
East	Industrial and Commercial	M-2 and C-G	Sam's Club store and vacant land
West	Commercial	C-G	I-95 and Toyota/Nissan dealerships

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The subject parcel was created to encompass a City owned sewer lift station only and is not developable beyond that use due to its .03-acre size. This is a common practice throughout the City and is not contrary to the established land use pattern. The Institutional zoning district was chosen for this parcel as being the City district most closely associated with the existing land use of the parcel.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: A sewer lift station is by nature a singular use, the purpose of which is to serve the adjoining land uses. Because it is a City-owned facility, the Institutional district is the only appropriate zoning district for this use. Therefore, although the district will be isolated from other Institutional zoning districts, the use is physically and functionally tied to the adjacent districts.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed Institutional zoning.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing zoning boundaries are in conflict with the current City FLU on the

parcel. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLUM designation for the subject properties is “Commercial” which allows the proposed INST zoning district designation.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and the existing land use.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: There are no residential uses in the nearby area. As the parcel is already developed to the maximum extent possible, the proposed rezoning would not adversely influence living conditions in the neighboring area. The sewer lift station supports other development in the neighborhood.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: The proposed rezoning will not create or increase traffic congestion or otherwise affect public safety, as the rezoning will not change the use on the parcel.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. The subject parcel is not developable for any use beyond the existing lift station due to its size.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) as no additional development of the parcel is possible.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not change the use of the subject property.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. It is typically the case that a lift station in

close proximity to vacant land is an enhancement to development.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner as the change of zoning is consistent with the existing uses of the property. Provision of access to the City's sewer system is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The property cannot be developed for any use beyond the existing lift station. However, the County zoning designation is in conflict with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city, which requires supporting sewer infrastructure.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: The subject parcel is already developed and the proposed rezoning is not initiated as a result of any redevelopment planned for the subject parcel. The zoning district was chosen to accommodate already existing uses on the property.

Consistency with Comprehensive Plan Policies and Objectives

The proposed INST zoning designation is consistent with the allowable uses under the "Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

powered by Legistar™

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

RECOMMENDED MOTION:

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District) as depicted on Exhibit A.

ORDINANCE NO. 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County PIP (Planned Industrial Park) to City of Cocoa

INST (Institutional District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

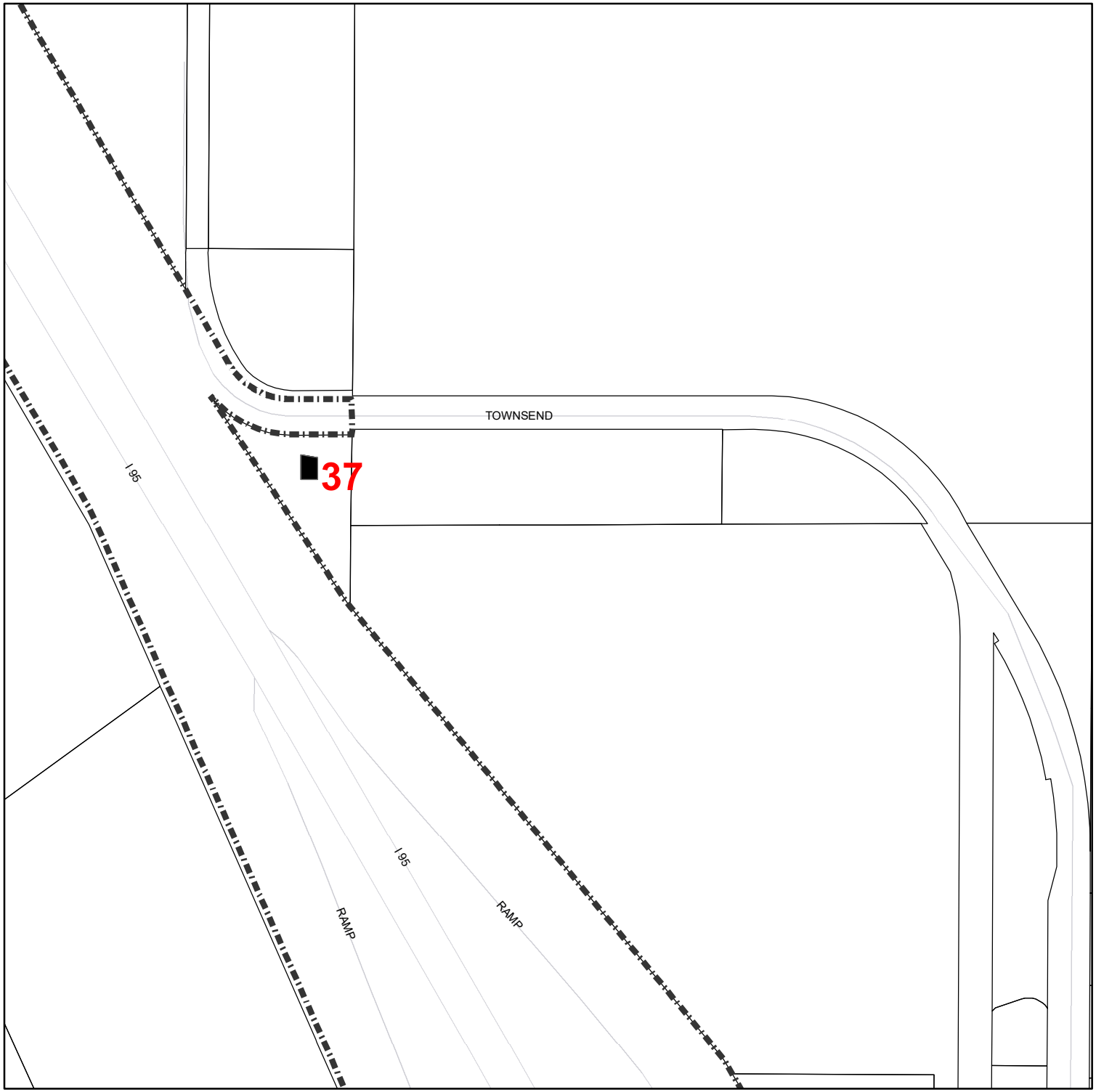
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Area



COCOA FLORIDA

Parcel #
24-35-26-00-522

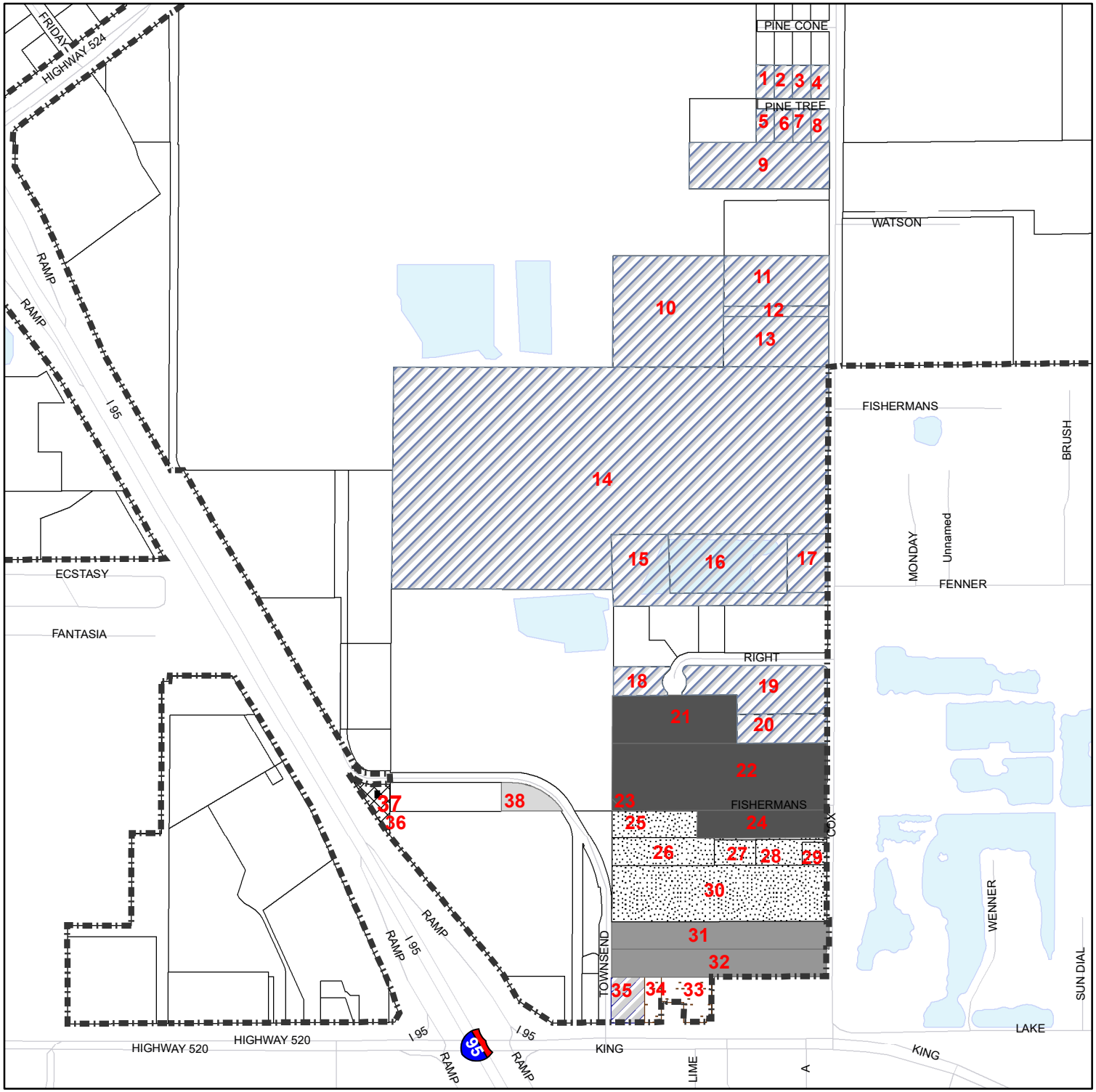
0 230 460

Feet

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Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

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CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 17-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 9.85 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

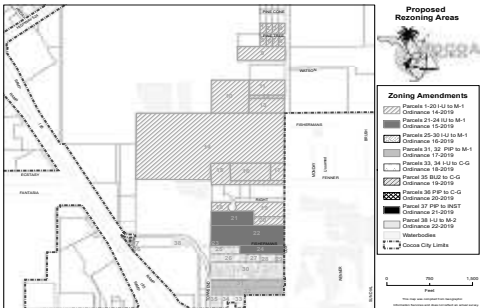
ORDINANCE 18-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON NOVEMBER 6, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON NOVEMBER 13, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

The Planning and Zoning Board/Local Planning Agency public hearing may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612335

Legislation Details (With Text)

File #:	19-567	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/4/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Ordinance No. 22-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 22-2019 Rezoning (Batch 9).pdf Exhibit A - Cox Rd Rezone Map (Batch 9).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (Rezone Cox Rd).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2019
Agenda Date: November 13, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcel that is consistent with its FLU designation and existing land use. The single parcel is labeled as Parcel 38 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation. The study was undertaken

as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Lot 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 22-2019. This parcel contains an existing light manufacturing use.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
38	2408051	24-35-26-00-776	1.08	500 Townsend Rd	R J Ingram Properties LLC	Light Manufacturing

Future Land Use Designation: Current: Industrial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa M-2

(Manufacturing and Industrial District)

Existing Land Use: Light Manufacturing

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	M-2	Electric power plant
South	Commercial	C-G	Sam's Club store
East	Industrial	M-2	Industrial and manufacturing uses
West	Industrial	M-2	Vacant land

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The land use pattern along Townsend Road north of the Sam's Club store is heavy industrial in nature with an electric power generation plant, large electric transfer station and a solid waste recycling center as well as several smaller business. The City's M-2 zoning district was chosen for the subject parcel as it is consistent with these surrounding uses as well as the existing light manufacturing use on the subject parcel.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed M-2 zoning district will not create an isolated district. Instead, it will continue the application of the existing M-2 district already applied to the parcels along Townsend Road from the subject parcel north to the end of the roadway.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed M-2 zoning.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of Townsend Road; however that district is not a City zoning district. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

e. The proposed change would be contrary to the Future Land Use Map and would have an

adverse effect on the Comprehensive Plan.

Staff Finding: The FLUM designation for the subject properties is “Industrial” which allows the proposed M-2 zoning district designation.

> **Policy 1.1.2.10: Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and existing land uses.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: There are no residential uses in the nearby area. As the parcel already has an industrial zoning designation under the County, and as there is already a manufacturing business established on the subject site, the proposed rezoning would not adversely influence the neighboring area.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the site is already developed.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any redevelopment of the subject site would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation. Although the property is already developed, a comparison of the setbacks required by Brevard County IU vs. City of Cocoa M-2 follows.

	Brevard County IU zoning	City of Cocoa M-2 zoning
Front setback	40 ft.	25 ft.

Side interior setback	15 ft.	None
Rear setback	25 ft.	15 ft.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will permit the continuation of the M-2 zoning district that already is in the area. Because the current Brevard County zoning is I-U, Light Industrial, the change to M-2 will allow heavy manufacturing uses not currently permitted. However, the heavy manufacturing uses are compatible with the surrounding properties already with this zoning designation.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the vacant parcel to the west will not be effected as it is already zoned M-2.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners, as the change of zoning is consistent with the existing use of the property. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The subject parcel is already developed. However, the lack of a City zoning designation on the parcel is in conflict with the City's Comprehensive Plan requirement that City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for manufacturing and industrial uses in close proximity to SR520 and Interstate 95.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: The northern portion of Townsend Road already had manufacturing and industrial manufacturing uses prior to its annexation into the City. The proposed rezoning is a continuation of that existing use pattern.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-2 zoning designation is consistent with the allowable uses under the "Industrial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

RECOMMENDED MOTION:

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District) as depicted on Exhibit A.

ORDINANCE NO. 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa M-2

(Manufacturing and Industrial District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

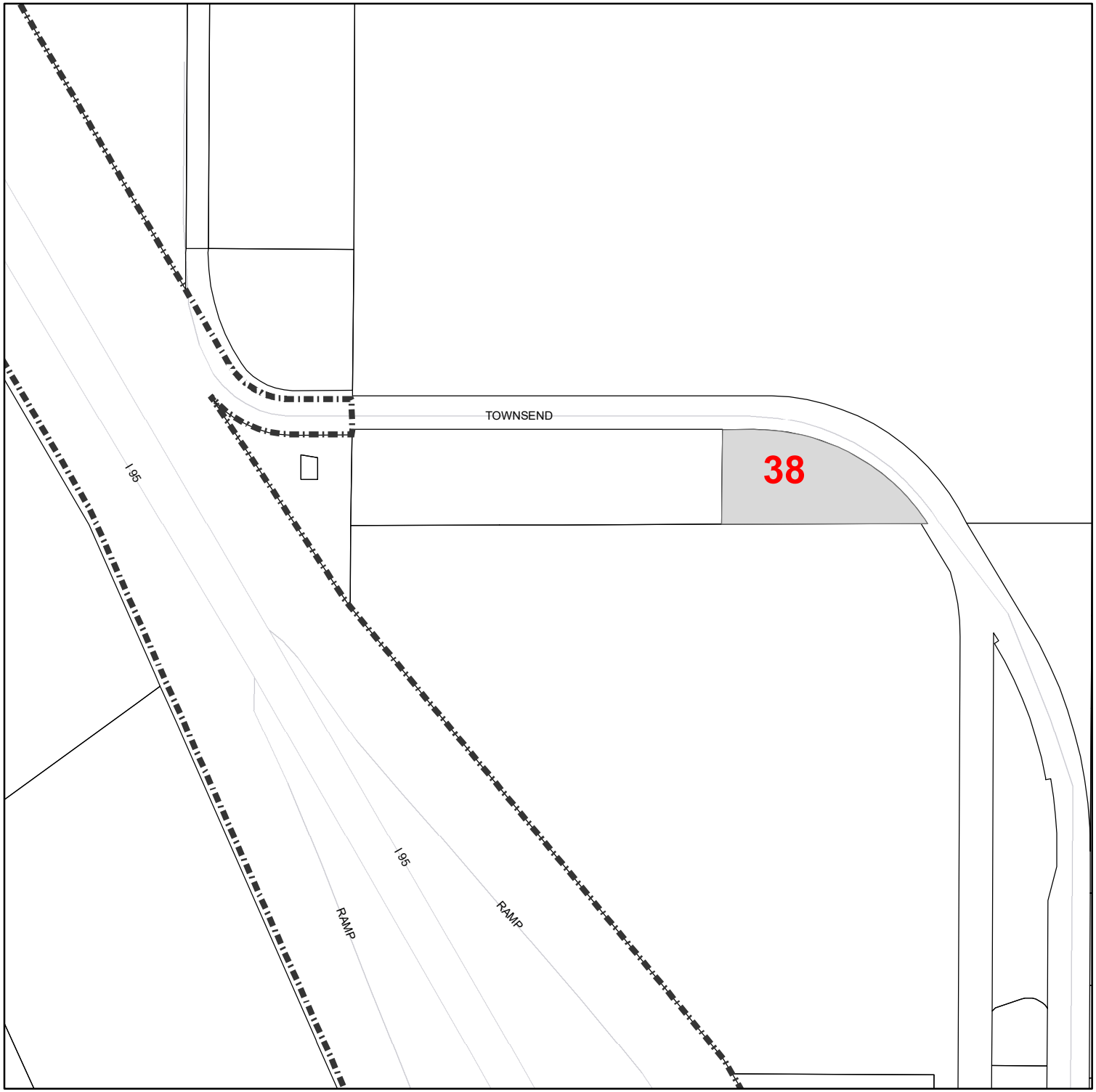
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

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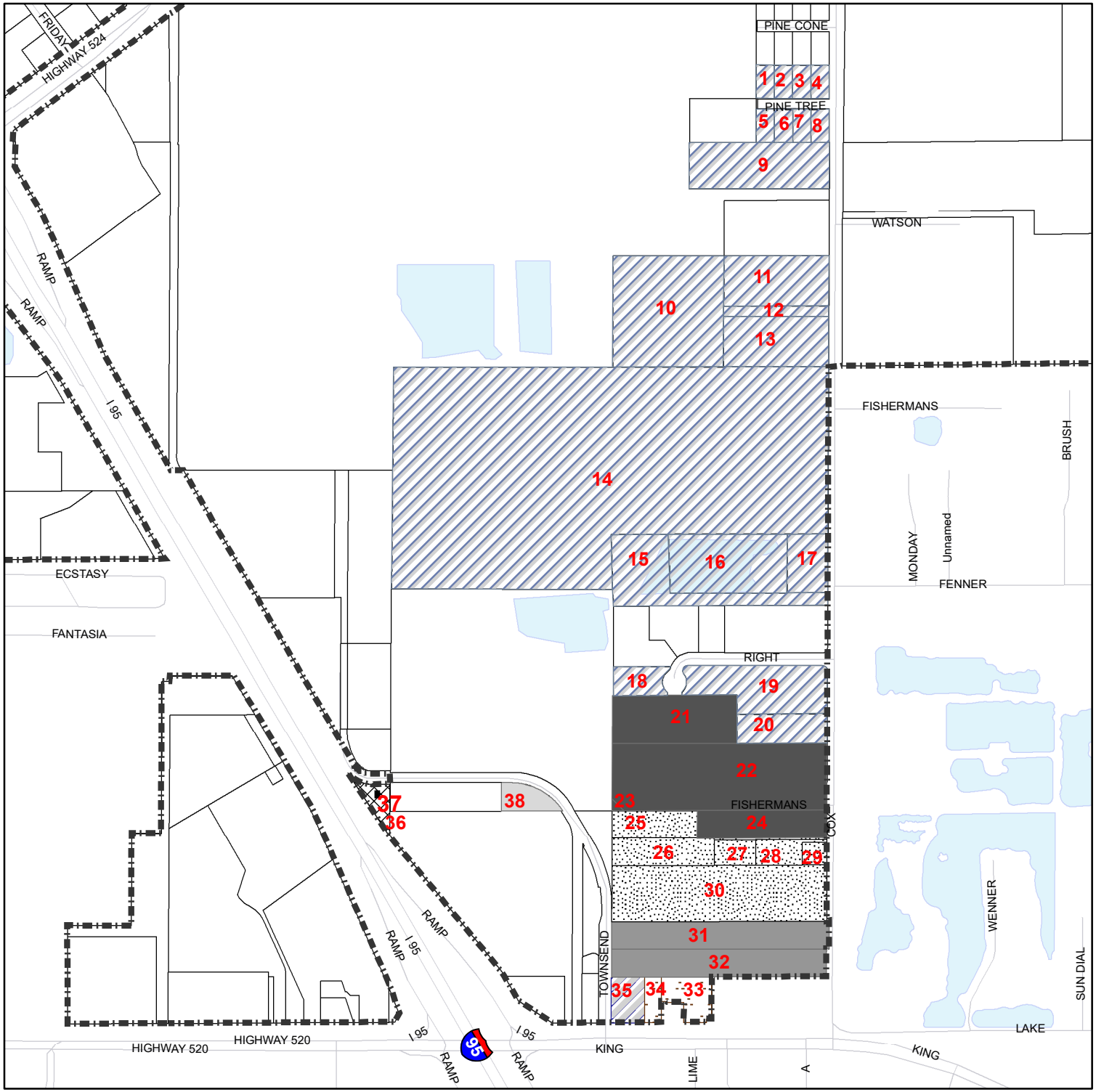
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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 17-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 9.85 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

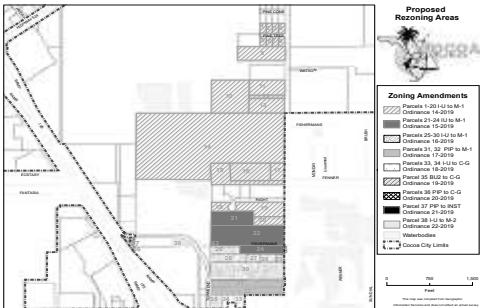
ORDINANCE 18-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON NOVEMBER 6, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON NOVEMBER 13, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

The Planning and Zoning Board/Local Planning Agency public hearing may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.
The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612335

Legislation Details (With Text)

File #:	19-521	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	10/18/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Request City Council direction to amend the Purchasing Policy Section 15.2 Large Purchases/Local Vendor Preference Section 15 of the Financial Operations Manual. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Current Policy.pdf Code of Federal regulations.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2019
Agenda Date: November 13, 2019
Prepared By: Rebecca Bowman
Through: Rebecca Bowman
Requested Action:
Request City Council direction to amend the Purchasing Policy Section 15.2 Large Purchases/Local Vendor Preference Section 15 of the Financial Operations Manual

BACKGROUND:

At the City Council meeting on September 11, 2019, Councilman Goins requested that the local vendor preference change from 3% to 5%. Staff requested time to research the options for making this change and is now providing full background to Council on this agenda to assist in the decision-making regarding this matter.

Currently, the City's policy related to local vendor preference is found in the Financial Operations Manual (FOM) Purchasing Policy Section 15 pertains to Local Vendor Preference. The current policy is that a 3% preference is given to Brevard County vendors/contractors on bids which do not exceed $1,000,000 and do not fall into one of the categories outlined in Ordinance 11-2009 which was amended by Ordinance 14-2009. A complete list of these exceptions are attached to this agenda item for reference.

There are two major components of procurement vehicles used in competitive bidding:

a) Invitation to Bid - price and capability prevails. Award goes to the lowest most responsive and responsible bidder.

b) Request for Proposals - qualifications and quality of service are primary factors; price can be negotiated.

Advantages of local preference:

a) Employ local residents and businesses
b) Reduce local unemployment by creating jobs
c) Generate tax revenue in the local area
d) Award local businesses and residents who contribute to the local economy by paying taxes
e) Provide continuous, stable work for local residents and businesses

Disadvantages of local preference:

a) Increase the cost of goods and services caused by a less competitive market
b) Doesn't address companies that are present not only in the local market but other areas as well. A non-local company may generate higher tax revenue for the City and offer more job opportunities with higher pay.
c) It may have legal challenges such as retaliatory local preferences in other localities and/or bid protests. Encourages exclusions and ordinances in neighboring communities that harms vendors locally. Brevard County and other municipalities may protest as it limits competition.
d) Increased cost to administer - must ensure compliance with local definition; resolving who the winning bidder is becomes more complex and takes more time to review and document.
e) May conflict with other laws i.e. M/WBE, veteran's preference, drug-free workplace, federal Davis-Bacon and DBE requirements, etc.
f) May prevent use of regional, statewide cooperative purchases (where one or more governments buy under the same contract or one government piggybacks off of another government's contract that has been competitively bid).
g) Purchases lack in equity, impartiality & open competition (See attached 2CFR200 for federal regulations, which include State funding for any local project that is more than 50% State funds as a pass-through from the federal government).

Two widely-recognized public procurement organizations - the National Association of State Procurement Officials (NASPO) and the National Institute of Government Procurement (NIGP)do not support local preference. NASPO has published numerous resolutions opposing local preference laws on the basis that they interfere with free trade and open competition and increase the cost of government. NIGP states that "The Institute for Public Procurement maintains the position that preference policies, including
local preferences, conflict with the fundamental public procurement principles of impartiality and full and open competition. Therefore, NIGP *does not support the use of preference policies."* Their concerns are that using local vendors goes against the efforts to obtain the highest quality product because it cannot be provided locally. Other concerns are that there may be an increased cost to the local taxpayers (the local vendor's cost may be higher, but due to awarding more points to the local vendor, they win the bid), reduced # of bidders ("outside" vendors won't bid because the perception is that the award will go to the local vendor, and reduced incentive for local business to provide the best value (they charge a higher price because they know they will obtain higher points due to the local preference). NIGP's position is that in the policies should not only have a geographic component, but also a management and ownership control. The City's current policy has all three components.

Locally, Brevard County rescinded their local preference ordinance in 2018. The County Commission felt that it no longer needed to attract local contractors because the economy is doing well and unemployment is low. They also felt that the local preference limited competition - an Orlando firm would not bid if a local company had the opportunity to match an “outside” company’s bid. Their opinion was that local preference hurts vendors who work outside of the County. Vendors can get penalized if they are from a municipality if that municipality has a local preference.

In order for local preference to actually work & a local vendor wins the bid, the margin between the top ranked & the next-ranked has to be narrow. This does not happen very often. For the City, the number of times local preference has made a difference is:
Staff has reviewed bids over the last three years. There were no instances of bids being awarded to the local vendor as a result of local preference. The two most awarded vendors, W & J Construction and C & D Construction were awarded contracts based solely on the lowest price.

Variations of Local Preference:

a) Percentage (usually 3-5%). Includes other factors such as minimum & maximum dollar threshold, reciprocity to other localities.
b) Tie-bid - automatically award to the local business if it is a tied price
c) Employment oriented - bidder guarantees employment of a certain percentage of local citizens and businesses
d) Reciprocal local preference ordinance or policy apply to the outside local bidders competing against the outside bidder

If a business meets the definition, the vendor is provided an opportunity to submit a best & final offer that is equal to or lower than the amount of the original bid.

The local preference ordinance and policies have been challenged on federal and state constitutional grounds:

a) Privileges and immunities
b) Due process
c) Interstate commerce

Entities researched that have a various local preference options:
State of Florida FS 287.084 - does not apply to counties or municipalities. (In 2015, House bills were presented to restrict the ability of cities, counties and other government agencies to give preferences to local builders).
Daytona Beach
Palm Coast
Gainesville
Port Orange
Alachua County School Board
Melbourne
Palm Bay

Based on the above information, it would appear that the City Council has several options:

1) Leave the policy as it is

2) Change the policy to increase the local preference from 3% to 5%, leave all other requirements the same
3) Eliminate the local preference policy, following Brevard County's recent actions
4) Change the policy to 5% local preference, expand the time that a City must be in business in Brevard to 1 year and set a percentage amount of 50% of their work force that must be Cocoa residents
5) Change the local preference to 5% and establish a 5% threshold that bids must be within in order for local preference to apply

Staff recommendation:

Staff is presenting two options:

1) Eliminate the local preference policy as it has minimal impact on bid decisions as evidenced by the City's history of bid awards. In addition, the number of exceptions to the local preference has not had an impact to the City's bid award process. Elimination of the local preference will decrease staff time in administering bid awards and ensure that there are no potential conflicts with other state or federal laws, while continuing to ensure that the City obtains the lowest cost from the most responsible bidder; or

2) Leave the policy as it is for the next six months. Staff will report back to Council at that time, providing information on the number of bids and related dollar values of the bids. Staff will evaluate whether either a 3 % or a 5% local preference would have made the difference in the bid award. Council will instruct staff at that time what changes are desired to the existing policy. Staff will then proceed in presenting an ordinance at two City Council meetings and prepare the necessary advertisement.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Budgeted N/A
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

Ordinance 11-2009 which was amended by Ordinance 14-2009. Brevard County objected to Cocoa's ordinance 11-2009 & the potential negative impact on local business if the City had local preference for only Cocoa businesses, so the City amended the ordinance in 2014 to include all of Brevard County rather than just the City.

RECOMMENDED MOTION:
Request City Council direction to amend the Purchasing Policy Section 15.2 Large Purchases/Local Vendor Preference Section 15 of the Financial Operations Manual

Current Policy extracted from the City of Cocoa Financial Operations Manual:

Purchasing Policy Section 15.2 Large Purchases

15. Local Vendor Preference.

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address. A three percent (3%) preference is given to Brevard County vendors/contractors on bids which do not exceed $1,000,000 and do not fall into one of the categories outlined in Ordinance 11-2009 which was amended by Ordinance 14-2009 and is available for review in the Office of the City Clerk or the Office of the Purchasing Manager at 65 Stone Street, Cocoa, Florida 32922.

The local preference policy will not apply to the following purchases or contracts:

- Contracts or purchases in excess of one million dollars ($1,000,000).
- Contracts for professional services, including those awarded under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes).
- Purchases or contracts which are funded, in whole or in part, by a governmental entity whose laws or regulations governing such funding prohibit application of a local vendor preference.
- State or Federal law prohibits the use of local preferences.
- Goods or services provided pursuant to a cooperative purchasing agreement.
- Purchases or contracts under emergency situations.
- When the City has waived competitive bidding requirements.
- Purchases or contracts under a bid or request for proposal for which the City has expressly waived, in the invitation for bid or request for proposal, the requirements of this local preference policy.
- The City has deemed the business not qualified to perform the work.
- The City rejects all bids or proposals.
- All the bids exceed the City's budgeted amount for the project.

The local vendor preference policy does not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms and corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

Code of Federal Regulations § 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Legislation Details (With Text)

File #:	19-528	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/23/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Annual Appointment of Deputy Mayor. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Section_6.___Deputy_Mayor__Senior_Member_of_Council.pdf History of Deputy Mayor.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2019
Agenda Date: November 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Annual Appointment of Deputy Mayor

BACKGROUND:

Article III of the Cocoa City Charter states the following:

- **Section 6. - Deputy Mayor; Senior Member of Council.**

(a) The city council, annually, at the organizational meeting held on the eighth day after the date of the general election, or at the second regular meeting held in November if there is no municipal general election, shall elect from among its members, a deputy mayor. In the absence, incapacitation, or disqualification of the mayor, or upon the mayor's refusal to act as directed by the city council, the deputy mayor shall perform the duties of the mayor.

Additionally, because the City of Cocoa does not have an election in 2019, this item is being brought to the first regular City Council meeting of November. The only other meeting in November is a Special Meeting being held on Friday, November 22, 2019, due to the Thanksgiving holidays.

A history detailing the Deputy Mayor's for the City of Cocoa since 2008 is attached, along with an excerpt from the City Charter regarding the appointment of the Deputy Mayor.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Elections for Deputy Mayor have been held annually in accordance with the City Charter. The Deputy Mayor election for 2018 was held at a Special City Council meeting held on November 20, 2018.

RECOMMENDED MOTION:

Annual Appointment of Deputy Mayor

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Section 6. - Deputy Mayor; Senior Member of Council.

(a) The city council, annually, at the organizational meeting held on the eighth day after the date of the general election, or at the second regular meeting held in November if there is no municipal general election, shall elect from among its members, a deputy mayor. In the absence, incapacitation, or disqualification of the mayor, or upon the mayor's refusal to act as directed by the city council, the deputy mayor shall perform the duties of the mayor.

(b) In the absence, incapacitation, disqualification, or upon the refusal to act as directed by the city council, of both the mayor and the deputy mayor, the senior member of the city council shall perform the duties of the mayor. The senior member of the city council shall be that council member, other than the mayor and deputy mayor, with the longest continued service. In the event of equal continued service, the individual receiving the most votes at the general election is the senior member.

(Ord. No. 33-06, § 3, 9-1-06)

History of Deputy Mayor

(since 2008)

2008-2009	Clarence Whipple, Jr.	District 1
2009-2010	James McCarthy	District 4
2010-2011	Jake Williams, Jr.	District 2
2011-2012	Don Boisvert	District 3
2012-2013	Tyler Furbish	District 4
2013-2014	Clarence Whipple, Jr.	District 1
2014-2015	Brenda Warner	District 2
2015-2016	Don Boisvert	District 3
2016-2017	Don Boisvert	District 3
2017-2018	Jeri Blanco	District 4
2018-2019	Brenda Warner	District 2

Legislation Details (With Text)

File #:	19-531	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/25/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Consider the reappointment of Mr. Russell Sengel as a Regular member of the Planning & Zoning Board through November 2022. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sengel - Intent to Reapply.pdf Planning and Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2019
Agenda Date: November 13, 2019
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Mr. Russell Sengel as a Regular member of the Planning & Zoning Board through November 2022.

BACKGROUND:

Mr. Russell Sengel has been a member of the Planning & Zoning Board since March 2013. He has indicated a willingness to serve for an additional three years. He currently meets all qualifications for serving on a board and his intent to reapply form is attached.

If reappointed, Mr. Sengel would serve through November 2022. A current Planning & Zoning roster is also attached for review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council has appointed and reappointed members to various City of Cocoa boards and committees as vacancies and term expirations have occurred.

RECOMMENDED MOTION:

Consider the reappointment of Mr. Russell Sengel as a Regular member of the Planning & Zoning Board through November 2022.

In response to inquiry by the Office of the City Clerk, I, Russell Sengel

 seek reappointment

_____ do not seek reappointment

as a member of the Planning & Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

Russell Sengel

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Planning & Zoning Board	**Meets First Wednesday Every Month @ 6pm**		**Expirations in November**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lawrence Koss	2115 N. Indian River Drive Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	2/18 Appointed	2020
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	~~636-1099 (H)~~ 432-7567 (C)	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2020
Trina Gilliam (Replaced Jack L. Moore (non-resident)	813 Temple St. Cocoa, FL 32922 Trinagilliam71@gmail.com ~~P.O. Box 3462~~ ~~Cocoa FL 32924~~ ~~Still receiving mail at: 2665 Adamson Road, 32926-2639~~ ~~Residing at: 1165 Sangria Cir., Rockledge, FL 32955~~	978-432-9221 321-221-7540 x 113(work) ~~537-0609 hm & work~~	01/2019 Appointed	2022
Marilyn Green (Replaced Jake Williams, Jr.)	104 Riverside Drive #204 Cocoa, FL 32922 mlgreen20@gmail.com	617-5554 (hm) 603-502-4632 (cell)	2/18 Appointed	2021
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2020
Jeri Blanco	PO Box 236402 Cocoa, FL 32923 Jeri.blanco@gmail.com	321-514-3531	01/2019 Appointed	2022
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	~~631-5646 (H)~~ ~~637-7605 (W)~~ 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
Sharon (Sherry) Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) ~~636-5885 (wk)~~ 863-6916 (cell)	11/17 Reappointed 09/17 appointed to fulfill unexp term of Betty Lee	2020
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952 toddpanderson@yahoo.com	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019

Vacancy – did not renew - ~~Jim Crisafulli (non-voting member)~~	~~960 Harbor Pines Drive, MI 32952~~	~~453-4993~~	10/05 Reappointed 1/04 Appointed	2008
Aleck Greenwood 1st Alternate	PO BOX 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	01/2019 Appointed	
~~Craig Dixon~~ ~~2nd Alternate~~	~~11 Ohio St.~~ ~~Cocoa, FL 32926~~ ~~dixonbuilds@gmail.com~~	~~321-863-5281~~	~~01/2019 Appointed~~	
LIAISON	Mayor Williams	321-474-6789	Updated 12/18	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	19-568	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	11/6/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Consideration of a Resolution supporting efforts encouraging the State Legislature to repeal the preemption of local laws regarding the regulation recyclable and polystyrene materials as well as the preemption of regulations regarding the use or sale of single-use plastic bags. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Plastics Resolution.pdf Letter for Plastics Regs Local Option.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 6, 2019
Agenda Date: November 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Consideration of a Resolution supporting efforts encouraging the State Legislature to repeal the preemption of local laws regarding the regulation recyclable and polystyrene materials as well as the preemption of regulations regarding the use or sale of single-use plastic bags.

BACKGROUND:

The City of Cocoa received a request for the City to consider a Resolution supporting efforts to repeal the preemption of local laws relating to the regulation of auxiliary containers, wrappings or plastic bags or use or sale of polystyrene. Please the see the attached letter to this agenda item.

The issue is not that the City of Cocoa wants to regulate these materials, it is a more fundamental in that the citizens of the City of Cocoa currently if they were desirous to petition City Council to enact regulations appropriate for our community. This a Home Rule issue and absent a repeal of the existing preemptions to the State, the City cannot engage in a conversation in what is best for our community.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council has continuously advocated for Home Rule and have generally been opposed to local government preemptions. With this issue it is fundamentally a question of what is in the best interest of the citizens and businesses of the City of Cocoa, of which the community and City Council are better equipped to have that community conversation and decide.

RECOMMENDED MOTION:

Consideration of a Resolution supporting efforts encouraging the State Legislature to repeal the preemption of local laws regarding the regulation recyclable and polystyrene materials as well as the preemption of regulations regarding the use or sale of single-use plastic bags.

RESOLUTION NO. 2019-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, STRONGLY ENCOURAGING THE STATE LEGISLATURE TO APPROVE SENATE BILL 182, AND ANY COMPANION HOUSE BILLS RELATING TO THE PREEMPTION OF RECYCLABLE AND POLYSTYRENE MATERIALS BY AMENDING SECTION 403.7033 AND SECTION 500.90, FLORIDA STATUTES, REPEALING THE PREEMPTION OF LOCAL LAWS REGARDING THE USE OR SALE OF SINGLE-USE PLASTIC BAGS AND POLYSTYRENE MATERIALS.

WHEREAS, the City of Cocoa is dedicated to protecting and preserving the environment that supports the tourism industry which is vital to the City of Cocoa and the State of Florida; and

WHEREAS, the City of Cocoa supports the restoration and enhancement of the Indian River Lagoon, one of the most biodiverse estuaries and home to a rich array of plants and animals whose existence depends on the quality of water within the Lagoon; and

WHEREAS, plastic bags and polystyrene create the potential for death of land and marine animals through entanglement and ingestion; and

WHEREAS, the expansive usage of single-use shopping bags and polystyrene containers and their typical disposal rates creates an impediment to the City's waste reduction and recycling goals while creating unsightly litter; and

WHEREAS, single-use plastic bags and polystyrene containers are difficult to recycle and frequently contaminate material that is processed through the City's curbside recycling and composting programs; and

WHEREAS, reusable bags and biodegradable containers are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, City Council acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the public interest for the City Council to encourage and enable the location of a viable reusable bag manufacturing operation in the State of Florida; and

WHEREAS, it is in the public interest for the Florida Legislature to provide statewide deregulation of the proliferation of single-use shopping bags and polystyrene containers; and

WHEREAS, the Florida Legislature under "The Energy, Climate Change, and Economic Security Act of 2008", enacted House Bill 7135, creating Sections 403.7033 and 500.90, Florida Statutes; and

WHEREAS, Section 403.7033 requires the Florida Department of Environmental Protection (DEP) to perform an analysis and submit a report to the Legislature by February 1, 2010, regarding the necessity and efficacy of both statewide and local regulation of bags used by consumers to carry products from retail establishments; and

WHEREAS, the statute also provides that until such time that the Legislature adopts the recommendations of DEP, no local or state government may enact any regulation or tax on the use of such retail bags; and

WHEREAS, the DEP analysis determined a need for new or different regulations of bags used by customers to carry products from retail establishments and recommends the implementation of new standards requiring the prohibition of plastic carryout bags encourages the use of reusable bags to the benefit of the State's environment; and

WHEREAS, Section 500.90 preempts local regulation of the use or sale of polystyrene products; and

WHEREAS, the City Council supports the efforts to repeal Sections 403.7033 and 500.90, Florida Statutes, so that local government can enact appropriate legislation relating to the regulation of plastic bags and polystyrene containers.

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

Section 1. The Mayor and City Council support efforts to repeal Sections 403.7033 and 500.90, Florida Statutes, so that local governments are no longer preempted from enacting appropriate legislation relating to the regulation of plastic bags and polystyrene containers.

Section 2. The Mayor and City Council encourages approval of Senate Bill 182 and all companion House Bills eliminating preemption language in Sections 403.7033 and 500.90, Florida State Statutes.

Section 3. This Resolution shall become effective immediately upon passage.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 13th day of November, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

THOMAS G. BRADFORD
44 CHESTNUT TRAIL
TEQUESTA, FL 33469
(561) 744-7640 | tgbradford3@gmail.com

October 20, 2019

To the Attention of Elected Florida Municipal Officials

Re: Consideration of Adoption of a Resolution Supporting Efforts to Remove State Statute Preemptions of Local Law Relating to Regulation of Auxiliary Containers, Wrappings or Plastic Bags or Use or Sale of Polystyrene

Dear Elected Municipal Official:

By way of introduction, I am the former manager of Tequesta and Palm Beach. Today, I serve as a volunteer on the Tequesta Environmental Advisory Committee. However, I am writing to you today as a private citizen and not in any official capacity.

As a native Floridian, I have witnessed the growth of this state and its transition from an agricultural economy to a primarily service sector economy with ever expanding urbanization and a decreasing interconnectedness between man and the environment in which we live, work and play. This results in many environmental problems for the air, the land and our waters. All one has to do is walk the tideline and you will see that our oceans have become a human dumping ground, particularly for plastics that either do not breakdown or are slow in doing so. Single-use and other plastic products create unique problems for landfill management and marine life. It is time Florida localities, particularly Florida coastal communities, have the right to regulate these materials that create these problems should they so choose. Our new Governor has stated he is of this same opinion.

The content of the attached resolution was approved by the Palm Beach Town Council on October 10 and is being distributed around the state and can easily be amended to fit the resolution format of your community. It enumerates many of the problems of various plastic products. The resolution urges our Florida legislators to support the adoption of SB 182, which, if adopted, will give local government the ability to regulate these materials to help begin the process of restoring the integrity of our waters and help protect the marine life affected by said materials. If SB 182 is signed into law each community can decide to do so or not. The following link will take you to SB 182 for your review: http://www.flsenate.gov/Session/Bill/2020/182/BillText/Filed/PDF

Will you consider pursuing adoption of a similar resolution by your governing board? If you do so, could you also send a copy to the Governor, the state legislators serving your municipality, the other municipalities in your area and a copy to me for tracking purposes in order to help build momentum for this important cause? If your community has already issued a resolution on this matter, a reminder letter to your local legislative delegation of your position on preemption of local law in regard to plastics detrimental to our environment and marine life may prove to be important in the 2020 Legislative Session. Your time and efforts in this regard are greatly appreciated.

Sincerely,



Thomas G. Bradford

Enclosures:

TPB Res. No. 122-2019

Legislation Details (With Text)

File #:	19-569	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/6/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Appointment of the Space Coast League of Cities Voting Delegate and Alternate for 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SCLOC 2020 Appointment of League Voting Delegate Director.pdf Appointment of League Voting Delegate Director Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 6, 2019
Agenda Date: November 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Appointment of the Space Coast League of Cities Voting Delegate and Alternate for 2020.

BACKGROUND:

Each year, City Council appoints a Voting Delegate/Director and an Alternate for the Space Coast League of Cities. On November 5, 2019, the City Clerk received an email requesting appointment information for 2020. These are due back to the Space Coast League of Cities by December 20, 2019.

The Voting Delegate for 2019 is Mayor Jake Williams, Jr., and the Alternate is Deputy Mayor Warner.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Appointment for the SCLC Voting Delegate and Alternate is made annually.

RECOMMENDED MOTION:

Appointment of the Space Coast League of Cities Voting Delegate and Alternate for 2020.

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From:	execsec@scloc.org
To:	Mia Goforth; Daniel LeFever; Carie Shealy; Monica Arsenault; Mary Turner; Loredana Kalaghchy; Jessica Keenan; Rebekah Raddon; Sue Frank; Debby Franklin; Sally Goltzman; Cathy Wysor; Town Clerk Melbourne Beach; Elizabeth Mascaro; Susan Downey; Gail Griswald; Rosemarie Saavedra; Judy Denis; Pat Burke; Lisa Nicholas; Brenda Fettrow; Gwen Pierce; Virginia Barker; Wanda Wells; Cynthia Hanscom
Subject:	SCLOC 2020 Appointment of League Voting Delegate Director
Date:	Tuesday, November 05, 2019 2:50:54 PM
Attachments:	Appointment of League Voting Delegate Director Form.docx
Importance:	High

CAUTION! This email originated from an outside source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "Phish Alert" button above.

To: ***SCLOC Municipal's Contacts***

Attached is the Space Coast League of Cities "***2020 Appointment of League Voting Delegate/Director***" form for you to complete.

Please return your completed form to me by ***Friday December 20, 2019***. The Installation of the 2020 Officers and Directors will be January 13, 2020.

Please contact me if you have any questions.

Thank you,
Sheila

Space Coast League of Cities
Sheila Donahue, Executive Secretary
Phone: 321-421-7171
E-mail: execsec@scloc.org
Web Site: www.scloc.org

SPACE COAST LEAGUE OF CITIES, INC.

A Florida Not-for Profit Corporation

CAPE CANAVERAL	*INDIALANTIC*	*MELBOURNE BEACH*	*ROCKLEDGE*
COCOA	*INDIAN HARBOUR BEACH*	*MELBOURNE VILLAGE*	*SATELLITE BEACH*
COCOA BEACH	*MALABAR*	*PALM BAY*	*TITUSVILLE*
GRANT-VALKARIA	*MELBOURNE*	*PALM SHORES*	*WEST MELBOURNE*

"CITIES OF BREVARD WORKING TOGETHER"

2020 Appointment of League Voting Delegate/Director

The Bylaws of the Space Coast League of Cities require the following:

- Every December, the governing body of each member municipality must appoint a Voting Delegate/Director and Alternate to the League.

  Eligibility: Only the member municipality's elected officials, manager, attorney, clerk, and department heads are eligible to be a Voting Delegate/Director and Alternate. Any Voting Delegate/Director or Alternate who ceases to hold such a position ceases at the same time to be a Voting Delegate/Director or Alternate.

  Functions: The person appointed as Voting Delegate serves as both the member municipality's Voting Delegate at membership meetings and its representative to the Board of Directors. The Voting Delegate and the Director is the same person. The sole function of the Alternate for the Voting Delegate/Director is to vote in the absence of the Voting Delegate/Director.

- Following the appointment, the names of the Voting Delegate/Director and the Alternate must be promptly certified in writing to the League Secretary.

- Because the number of votes allocated to member municipalities for membership meetings is based upon population, each member municipality must also certify its current population figures when it certifies its Voting Delegation/Director and Alternate.

Accordingly, please provide and certify the information requested below and return this form promptly to the League Executive Secretary at the email address: **execsec@scloc.org**.

Municipality: Click here to enter text. **Current Population**: Click here to enter text.

Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

Alternate Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

I hereby certify that the above named persons were duly appointed by our governing body and the foregoing information is correct: Municipality Clerk's signature: Click here to enter text. **Date:** Click here to enter text.

Legislation Details (With Text)

File #:	19-553	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	10/31/2019			**In control:**	City Council
On agenda:	11/13/2019			**Final action:**	
Title:	Approval of the Pre-Annexation Development Agreement and acceptance of the three (3) Annexation Petitions for property generally located on the northwest quadrant of State Road 524 and State Road 520. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Executed Petitions and Pre-Annexation Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2019
Agenda Date: November 13, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approval of the Pre-Annexation Development Agreement and acceptance of the three (3) Annexation Petitions for property generally located on the northwest quadrant of State Road 524 and State Road 520.

BACKGROUND:

Representatives of First National Real Estate Company, a Florida corporation successor by Merger with Cape Canaveral Heights Properties, Inc., Gigi II, LLC, a Florida limited liability company, and Jacob Aaron Corp., a Florida corporation (collectively referred to as the “Developer”) have requested the City annex properties generally located on the northwest quadrant of State Road 524 and State Road 520. Most of the properties are owned by the Developer. However, several other parcels are owned by other persons or entities. The City has previously initiated the process to accomplish the annexation in accordance with law by filing an Annexation Study Report dated and approved by the City Council on October 9, 2019 with Brevard County Commission in accordance with Section 171.042, Florida Statutes. The Annexation Report which establishes that the proposed annexation of properties located in the NW quadrant of State Road 524 and State Road 520 Annexation Study area meet the requirements for annexation as outlined in Florida Statutes Chapter 171. The annexation area consists of approximately ±139.23 acres of property which has an existing layout of subdivided lots and 60’ foot access easements for future residential development.

The Pre-Annexation Development Agreement (“Agreement”) outlines the framework to facilitate the

orderly development of the entire Property in accordance with the laws of the State of Florida. Pursuant to the regulations set forth in City of Cocoa Code, Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, the Developer's plan to submit development and permit applications to develop the property as a high-quality, residential planned unit development, which the City anticipates will be of substantial economic benefit to the City and its citizens. Approval of a PUD zoning designation by the City Council shall be contingent upon Developer submitting acceptable preliminary and final development plans. The PUD rezoning application shall include the following characteristics:

- A maximum density of 4 dwelling units (d.u.) per gross acre.
- Minimum lot widths of 50'.
- Minimum Lot Size of 5,000 square feet.
- Minimum of one (1) enclosed parking space and two (2) driveway spaces.
- 4' wide sidewalks along interior roadways.
- Preserved wetlands shall be counted as open space acreage on a one to one per acre or (fraction thereof) basis in accordance with Section 4.6 of the attached Agreement.
- Minimum internal roadway drive land width of 11', or 22' for a two way street.

In reasonable reliance upon the provision of municipal services and other inducements to annex, the Developer has filed with the City several irrevocable Petitions to Annex Real Property into the City of Cocoa, Florida, pursuant to Chapter 171, Florida Statutes (collectively "Petition for Annexation") and the City will process an application for amendment to the City's Comprehensive Plan and an application for rezoning. Additionally, the City agrees that the acreage of any preserved wetland located on the property may be counted towards any open space acreage requirements. The open space will be considered active if a recreational boardwalk, path or trail is installed along the edge of or though the wetlands area, of if other similar active or passive recreational components are provided.

Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning or subdivision regulations will remain in effect until the City of Cocoa adopts a comprehensive plan amendment for the annexed area.

Pursuant to Section 171.044 Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. Staff is requesting Council acceptance of the three (3) attached Annexation Petitions.

Upon approval of the Pre-Annexation Development Agreement and acceptance of the Annexation Petitions by the City Council, the Annexation Ordinance will be prepared and scheduled for public hearings and approval by the City Council.

STRATEGIC PLAN CONNECTION:

Economic Development - annexation of additional property into the City will increase the City's economic position within the Space Coast region.

BUDGETARY IMPACT:

There is no immediate budgetary impact related to this agenda item.

PREVIOUS ACTION:

At a May 28, 2002 Special Meeting, City Council authorized the Office of Economic Development to adopt a broadened use of existing statutory authority to initiate and conduct annexations. This annexation is consistent with those policy directives.

On October 9, 2019, City Council approved an Annexation Report for property generally located on the northwest quadrant of State Road 524 and State Road 520

RECOMMENDED MOTION:

Approval of the Pre-Annexation Development Agreement and acceptance of the three (3) Annexation Petitions for property generally located on the northwest quadrant of State Road 524 and State Road 520.