# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Summary Agenda

## City Council

**Tuesday, October 26, 2021** | **6:00 PM** | **Cocoa City Council Chambers**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

## II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

**II.1** 21-699 Approve the Agenda for the Regular meeting of October 26, 2021, as presented or with amendments.

***Attachments:*** 10-26-2021 Short Agenda ADA.pdf

MINUTES:

## III. AWARDS AND PRESENTATIONS:

**III.1** 21-649 Approve a Proclamation declaring the week of November 1st - November 5th, 2021 as "Veteran's Small Business Week". (Mayor Blake)

***Attachments:*** Veteran's Small Business Week.pdf

**III.2** 21-689 Proclamation: Proclaiming the Week of October 18-22, 2021 as "National School Bus Safety Week". (Deputy Mayor Goins)

***Attachments:*** National School Bus Safety Week.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. CONSENT AGENDA:

**V.1** 21-629 Approve and authorize the City Manager to issue a Blanket Purchase Order up to $600,000 to NAPA IBS, Space Coast Auto Supply and approve a Purchase Order for budgeted Operating expenses related to Napa IBS utilizing the Sourcewell Contract #110520-GPC and authorize the City Manager to execute any change orders that may be needed, not to exceed his signing authority. (Public Works Director)

***Attachments:*** CITY OF COCOA _ GENUINE PARTS _ NAPA IBS CONTRACT.pdf
CONTRACT.pdf

**V.2** 21-662 Approve and authorize the City Manager to issue a Purchase Order for meter reading software related expenditures within the FY-2022 budget and issue a Purchase Order for meter reading device related expenditures in the FY-2023 budget, pending approval, both to Sunstate Meter and Supply Inc., utilizing the Master Agreement for Water Meter and Meter Reading Equipment Purchases Contract. (Finance Director)

***Attachments:*** 09_14_2021 Master Agmt for Water Meter & Meter Reading Equipment Purchas
09_14_2021 1st Amendment to Master Agmt for Water Meter & Meter Reading
Cocoa - Ranger Support Letter 3-26-21.pdf
Cocoa - Neptune 360 Quote 8-31-2021.pdf
Cocoa - Sunstate Proposal 68732 MRX920v4 Mobile Data Collector 8-31-21.pd
Cocoa - Sunstate Proposal 79605 (16) Belt Clip Transceivers 2022-23 Budget C
CITY_OF_COCOA-75944.pdf
Neptune 360 Import and Export File Layout.pdf
Belt Clip Transceiver 2019 Product Sheet.pdf

**V.3** 21-690 Approve participation in a Cooperative Purchasing Contract with National Cooperative Purchasing Alliance (NCPA) Contract Number 05-57 for the purchase of Wireless, Battery-Powered Mobile Column Lifts in the amount of $68,094.59 from ARI Phoenix, Inc. Authorize the City Manager to sign and execute the Standard Form for New Piggyback Contract and authorize any change orders not to exceed 10% of the contract value for a total spending authorization of $74,904.05. (Public Works Director)

***Attachments:***
- ARI Phoenix Award Letter.pdf
- ARI Phoenix Certificate of Insurance.pdf
- ARI Phoenix Response.pdf
- CityofCocoaFL_082420.pdf
- E-Verify proof of registration.pdf
- PARTIALLY EXECUTEDStandard Form for Piggyback Contract No05-57.pdf
- Quote - QT_BPW-10-6-AJ.pdf
- SIGNED E-verify Affidavit.pdf
- Cont. Reso - Fleet Vehicle Lifts.docx
- Budget Resolution FY 2022- ADA Compliant.docx
- BAF 22-013-PT-PW-Quote adjustment (10-26-21) Agenda 21-690.pdf

**V.4** 21-698 Approve the Fifth Amendment to Agreement Providing Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc.; To Approve a Resolution Amending the Connection Charges within the Viera Property DRI and Provide Adequate Funding for Future Capital Improvements. (Utilities Director)

***Attachments:***
- Water Agreement - Fifth Amendment (FINAL 10.4.21).pdf
- RESOLUTION 2021- SMWSA Connection Charge.docx
- 2021 Viera Improvements Cost Exhibit A 9.22.2021.pdf

**V.5** 21-704 Authorize the City Manager to Approve Change Order No. 2 to FY21 P.O. 77652 with Trane, Maitland, FL for HVAC repair at the Dyal Water Treatment Plant. (Utilities Director)

***Attachments:***
- PO 77652.pdf
- FY21 CO - Trane - 10.19.21.pdf
- INVOICE 312012001.pdf

MULTI-YEAR CONTRACTS:

**V.6(b)** 21-675

Approve entering into a co-operative purchasing agreement with V.A. Paving Inc. in the amount of $292,556.60, plus a contingency of $7,443.40 for a total of $300,000, using Brevard County contract B-6-20-57 extension approved from August 22, 2021, through August 21, 2022, to resurface various stretches of roads throughout the City and Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year pending the approval of that year's budget. (Public Works Director)

***Attachments:***

Brevard County Bid No. B-6-20-57 (1).pdf

Brevard County Paving Renewal 21-22_.pdf

Executed VA Paving Piggyback Contract Form.pdf

VA Paving - Piggyback Signed.msg

VA Paving COI exp 12-31-21 (2).pdf

VA Paving - City of Cocoa Annual Paving - 2022.pdf

VA Paving - City of Cocoa Annual paving 2022 - add street.pdf

Contingency Resolution for Annual Street Paving Program.docx

**V.7(b)** 21-681

Approve Task Order 2022-03 with Atlantic Development of Cocoa, Inc. for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, in the amount of $3,207,834.31; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $320,783.43 (10% of the Contract Amount) for a Total Project Cost of $3,528,617.74; To Approve a Resolution Amending the FY2022 Budget, BAF 22-010-A; To Authorize the City Manager to Approve the Attached Shared Cost Memo. (Utilities Director)

***Attachments:***

TO-ATLANTIC DEV 2022-03 $3207834.31 - UT-ENGIN.pdf

T.O. Proposal (2022-03) Atlantic Dev $3,207,834.31 (09-03-2021) UT.pdf

WS16MM Quote Tabulation Sheet.pdf

Recommendation of Award to City 9.22.21.pdf

Contingency Resolution.doc

Pluckebaum Road and Marlin Manor Water Main Improvements Project Values.

BAF 22-010-A-UT-Main Improv Project (10-26-21) Agenda 21-682.pdf

Budget Resolution FY 2022- ADA Compliant.docx

Executed Interlocal _Pluckebaum_Marlin Manor Project.pdf

COI-Exp 4.23.22.pdf

CO Marlin Manor Shared Cost Memo - Signed.pdf

Rockledge City Council Regular Meeting Minutes 2021-09-22.pdf

**V.8(b)** 21-682 Approve Task Order 2022-22 with Mead & Hunt, Inc. for Engineering Services During Construction (SDC) for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, in the amount of $130,339.00; To Approve as a Multi-Year Contract from FY2022 through FY2023. (Utilities Director)

***Attachments:***
- TO-MEAD_HUNT 2022-22 $130339.00 - UT-ENGIN.pdf
- T.O. Proposal (2022-22) Mead & Hunt $130,339 (09-23-2021) UT.pdf
- CO Marlin Manor Shared Cost Memo - Final.pdf
- Interlocal_ Pluckebaum_Marlin Manor Project.pdf
- 1st Amendment to RFQ No. 17-16-COC (2).pdf
- Pluckebaum Road and Marlin Manor Water Main Improvements Project Values.
- COI - MEAD & HUNT - Expires 12.01.2021.pdf
- COI - MEAD & HUNT PL - Expires 10.25.2021.pdf

## VI. PUBLIC HEARINGS:

## VII. COUNCIL BUSINESS:

**VII.1** 21-664 Consider the appointment of Mr. Robert Dyar to fulfill a Regular member vacancy on the Board of Adjustment.

***Attachments:***
- Board of Adjustment.pdf

**VII.2** 21-688 Consider the appointment of Jocelyn Scott as a second Alternate member on the Code Enforcement Board. (Administrative Services Director)

***Attachments:***
- Board Application.pdf
- Code Enforcement Board.pdf

**VII.3** 21-703 Consider appeal of the City Manager's final decision regarding 10 Months of Utility Back Billing, for Water/Sewer, due to a Stuck Compound Register for the Three Fountains of Viera, 250 Units Complex. (Finance Director)

***Attachments:***
- 1) Customer Contact 2-9-21 Three Fountains of Viera.msg
- 2) Attorney Contact 3-19-21.pdf
- 3) City Managers Response 5-5-21.pdf
- 4) Attorney Contact 6-23-21.pdf
- 5) Utility Handbook - G. Utility Billing Adjustments pdf.pdf
- 6) Utility Handbook - Section 8 - C. Customer's Rights Disputed Bills.pdf
- 7) Analysis of Consumption Three Fountains of Viera.pdf
- 8) Neptune City of Cocoa Evaluation_09-16-21.pdf
- 9) Utility Handbook - Section 1 D. Scope and Intent.pdf

**VII.4** 21-705 Approval of Nominations to the Sustainability Advisory Board. (City Clerk)

***Attachments:*** Resolution No. 2017-137 (Establishing a Sustainability Advisory Committee).pd
Resolution No. 2021-128 (Amending the Composition of the SAB).pdf
12_14_2021 Journal, Page 8.pdf

## VIII. CITY BUSINESS:

**VIII.1** 21-712 Approve a resolution amending the FY2022 Budget to reallocate funds to Don "Mo" Stradley Park for needed Capital Improvements, BAF #22-017-A. (City Manager/Public Works Director)

## IX. INFORMATIONAL AGENDA:

**IX.1** 21-668 To inform City Council that Task Order 2022-22 approved by Council on September 28, 2021, previously titled SCADA Design has been retitled SCADA Maintenance

**IX.2** 21-671 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 9/30/2021.

***Attachments:*** PO Monthy Report to City Council 10.01.20 thru 9.30.21.pdf

**IX.3** 21-691 FY 2021 Budget Adjustment Report. (Finance Director)

***Attachments:*** September FY 2021 EXPENSE Budget Tracking Worksheet.pdf
September FY 2021 REVENUE Budget Tracking Worksheet.pdf

**IX.4** 21-692 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:*** Budget By Classification Report -September 2021.pdf

**IX.5** 21-693 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

***Attachments:*** CM-Change Orders 9-30-21.pdf

## X. REPORTS:

## XI. ADJOURNMENT

## XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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

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

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

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

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

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

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# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-699

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-699 | **Type:** | Agenda | **Status:** | Agenda Ready |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/14/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Approve the Agenda for the Regular meeting of October 26, 2021, as presented or with amendments.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | 10-26-2021 Short Agenda ADA.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | cshealy@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# Agenda
# City of Cocoa
## Regular Meeting of The City Council

## Date: October 26, 2021
## 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 October 26, 2021. (21-699)

**2. Minutes:** n/a

**III. Awards and Presentations:**

1. Proclamation: Declaring the week of November 1st - November 5th, 2021 as “Veteran's Small Business Week”. (21-649). (Mayor Blake)

2. Proclamation: Proclaiming the Week of October 18-22, 2021 as "National School Bus Safety Week". (21-689). (Deputy Mayor Goins)

**IV. Delegations:**

In accordance with the City Council’s rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City’s water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and*

*Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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

## V. Consent Agenda:

### (A) General Consent Items:

1. Approve and authorize the City Manager to issue a Blanket Purchase Order up to $600,000 to NAPA IBS, Space Coast Auto Supply and approve a Purchase Order for budgeted Operating expenses related to Napa IBS utilizing the Sourcewell Contract #110520-GPC and authorize the City Manager to execute any change orders that may be needed, not to exceed his signing authority. (21-629). (Public Works Director)

2. Approve and authorize the City Manager to issue a Purchase Order for meter reading software related expenditures within the FY-2022 budget and issue a Purchase Order for meter reading device related expenditures in the FY-2023 budget, pending approval, both to Sunstate Meter and Supply Inc., utilizing the Master Agreement for Water Meter and Meter Reading Equipment Purchases Contract. (21-662). (Finance Director)

3. Approve participation in a Cooperative Purchasing Contract with National Cooperative Purchasing Alliance (NCPA) Contract Number 05-57 for the purchase of Wireless, Battery-Powered Mobile Column Lifts in the amount of $68,094.59 from ARI Phoenix, Inc. Authorize the City Manager to sign and execute the Standard Form for New Piggyback Contract and authorize any change orders not to exceed 10% of the contract value for a total spending authorization of $74,904.05. (21-690). (Public Works Director)

4. Approve the Fifth Amendment to Agreement Providing Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc.; To Approve a Resolution Amending the Connection Charges within the Viera Property DRI and Provide Adequate Funding for Future Capital Improvements. (21-698). (Utilities Director)

5. Authorize the City Manager to Approve Change Order No. 2 to FY21 P.O. 77652 with Trane, Maitland, FL for HVAC repair at the Dyal Water Treatment Plant. (21-704). (Utilities Director)

**(B) Multi-Year Contracts:**

6. Approve entering into a co-operative purchasing agreement with V.A. Paving Inc. in the amount of $292,556.60, plus a contingency of $7,443.40 for a total of $300,000, using Brevard County contract B-6-20-57 extension approved from August 22, 2021, through August 21, 2022, to resurface various stretches of roads throughout the City and Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year pending the approval of that year's budget. (21-675). (Public Works Director)

7. Approve Task Order 2022-03 with Atlantic Development of Cocoa, Inc. for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, in the amount of $3,207,834.31; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $320,783.43 (10% of the Contract Amount) for a Total Project Cost of $3,528,617.74; To Approve a Resolution Amending the FY2022 Budget, BAF 22-010-A; To Authorize the City Manager to Approve the Attached Shared Cost Memo. (21-681). (Utilities Director)

8. Approve Task Order 2022-22 with Mead & Hunt, Inc. for Engineering Services During Construction (SDC) for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, in the amount of $130,339.00; To Approve as a Multi-Year Contract from FY2022 through FY2023. (21-682). (Utilities Director)

**VI. Public Hearings:**

**None.**

**VII. Council Business:**

1. Consider the appointment of Mr. Robert Dyar to fulfill a Regular member vacancy on the Board of Adjustment. (21-664). (Administrative Services Director)

2. Consider the appointment of Jocelyn Scott as a second Alternate member on the Code Enforcement Board. (21-688). (Administrative Services Director)

3. Consider appeal of the City Manager's final decision regarding 10 Months of Utility Back Billing, for Water/Sewer, due to a Stuck Compound Register for the Three Fountains of Viera, 250 Units Complex. (21-703). (Finance Director)

4. Council direction on restructuring the Sustainability Advisory Board. (21-705). (Interim Community Services Director)

**VIII. City Business:**

1. Approve a resolution amending the FY2022 Budget to reallocate funds to Don "Mo" Stradley Park for needed Capital Improvements, BAF #22-017-A. (21-712). (City Manager/Public Works Director)

**Multi-Year Contracts:**

**None.**

**IX. Informational Agenda:**

1. Inform City Council that Task Order 2022-22 approved by Council on September 28, 2021, previously titled SCADA Design has been retitled SCADA Maintenance. (21-668). (Utilities Director)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 9/30/2021. (21-671). (Finance Director)

3. FY 2021 Budget Adjustment Report. (21-691). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (21-692). (Finance Director)

5. 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. (21-693). (Finance Director)

**X. Reports:**

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

## XI. Adjournment:

## XII. Notice To The Public:

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

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

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# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-649

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-649 | **Type:** | Awards/Presentations | **Status:** | Agenda Ready |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 09/23/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Approve a Proclamation declaring the week of November 1st - November 5th, 2021 as Veteran's Small Business Week.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Veteran's Small Business Week.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | marsenault@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# PROCLAMATION

***WHEREAS,*** *in 2015, a resolution was introduced to the United State Congress to designate the first week in November as National Veteran Small Business Week; and*

***WHEREAS,*** *Brevard County is home to more than sixty-five thousand veterans and forty-eight hundred veteran-owned firms per the U.S. Census Bureau, 2012 Economic Census: Survey of Business Owners; and*

***WHEREAS,*** *there are 87,756 veteran-owned businesses in Florida generating $57.7 billion in annual sales; and*

***WHEREAS,*** *less than one half of one percent of the US population served our Country in the Armed Forces, yet veteran-owned businesses represent nine percent of all US firms (2017 SBA); and*

***WHEREAS,*** *the Florida Association of Veteran Owned Businesses, Space Coast has over 100 veteran-owned businesses and patriotic supporter (non-veteran) businesses as members; and*

***WHEREAS,*** *The Florida Association of Veteran Owned Businesses is a non-profit entity that advocates, educates and connects our veteran-owned businesses to economic opportunity; and*

***WHEREAS,*** *The Florida Association of Veteran Owned Businesses (FAVOB) and the Small Business Administration (SBA) have entered into a Strategic Alliance Memorandum as of October 2020; and*

***WHEREAS,*** *National Veteran Small Business Week is dedicated to supporting veteran entrepreneurs and business owners and their families, and to encourage people to purchase goods and services from these hard-working men and women; and*

***WHEREAS,*** *Florida veterans and their families deserve our unwavering support and gratitude.*

***NOW, THEREFORE,*** *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim November 1st – 5th, 2021 as*

***"VETERAN'S SMALL BUSINESS WEEK"***

*in the City of Cocoa and call upon all residents to recognize the contributions of our community's local veteran-owned businesses and the key role they play in keeping our economy strong.*

***WHEREFORE,*** *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of October, 2021.*

*Michael C. Blake, Mayor*

*ATTEST:*

*City Clerk*

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-689

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-689 | **Type:** | Awards/Presentations | **Status:** | Agenda Ready |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/11/2021 |
| **Subject:** | | | | **Final Action:** | |
| **Title:** | | | | | |

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | National School Bus Safety Week.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | cshealy@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# PROCLAMATION

***WHEREAS**, the goal of National School Bus Safety Week is to address the importance of school bus safety; and*

***WHEREAS**, this years' theme is **"1 Bus + 1 Driver = a BIG Impact on Education!"**; and*

***WHEREAS**, more than 25 million children are transported to and from school on big yellow buses. These school buses provide 10 billion school rides a year, and about 500,000 school buses travel the roads each day; and*

***WHEREAS**, school buses are considered to be the safest motor vehicles on the road, and while even though this is good news, accidents do happen; and*

***WHEREAS**, because of these accidents, about 17,000 children a year end up in the emergency room, and school bus crashes cause about seven fatalities a year, and 19 children a year are killed getting on or off the bus because they are usually in the "danger zone" of the bus; and*

***WHEREAS,** this week-long observance reminds us all of the importance of following the law and implementing school bus safety tips, as parents should be able to trust when their child gets on the school bus, that there is no need to worry about their safety.*

***NOW THEREFORE,** I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, do hereby proclaim the week October 18-22, 2021 as:*

## *"National School Bus Safety Week"*

*and urge all citizens to join us in recognizing the importance of school bus safety in the City of Cocoa.*

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 26th day of October 2021.*

Michael C. Blake

*Mayor*

*ATTEST:*

Carie Smalley

*City Clerk*

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-629

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-629 | **Type:** | Contract | **Status:** | Consent Agenda |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 09/15/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Approve and authorize the City Manager to issue a Blanket Purchase Order up to $600,000 to NAPA IBS, Space Coast Auto Supply and approve a Purchase Order for budgeted Operating expenses related to Napa IBS utilizing the Sourcewell Contract #110520-GPC and authorize the City Manager to execute any change orders that may be needed, not to exceed his signing authority.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | CITY OF COCOA _ GENUINE PARTS _ NAPA IBS CONTRACT.pdf, CONTRACT.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | tjones@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**ADDENDUM #1**

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

**THIS ADDENDUM TO INTEGRATED SUPPLY AGREEMENT** (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), **SPACE COAST AUTO SUPPLY, INC.** ("Space Coast") and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the ___day of July, 2020 (the "Effective Date").

**WITNESSETH**

WHEREAS, the NAPA and CUSTOMER entered into that certain Integrated Supply Agreement, dated July 24, 2018 ("Agreement"); and

WHEREAS, NAPA assigned, transferred, set over and delivered to Space Coast all of its rights, obligations, and interest, including any options to renew or extend the contract term, pursuant to an Assignment dated July 24, 2018 by and between NAPA, CUSTOMER and Space Coast, which is attached as Exhibit A of the Agreement; and

WHEREAS, Section 3 of the Agreement allows the Parties to extend the term of the Agreement if the NJPA is renewed or extended; and

WHEREAS, the NJPA was extended until July 21, 2021 and the Parties likewise desire to extend the term of the Agreement until July 21, 2021; and

**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:

**Section 1.** Pursuant to Section 3 of the Agreement, the term of the Agreement is extended until July 21, 2021. As the Sourcewell (f/k/a 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 Sourcewell Contract is renewed or extended upon the mutual written agreement of the Parties. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement.

**Section 2.** All other terms and conditions set forth in the Agreement not modified by this Addendum shall remain in full force and effect.

**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: Patrick Wolfe
Name: Patrick Wolfe
Title: Division Vice President

**CITY OF COCOA**

By: _____
Name: Stockton Whitten
Title: City Manager

**SPACE COAST AUTO SUPPLY, INC.**

By: _____
Name: Dan Dvorak
Title: President

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Sourcewell

**Solicitation Number: RFP #110520**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company d.b.a. NAPA Integrated Business Solutions, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

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

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

## 1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 29, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. WARRANTY. All products supplied to a Participating Entity under the Contract are subject to the terms of written warranties provided by the manufacturer of each product, and Vendor shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied under the Contract. Copies of the manufacturers' warranties will be made available to the Participating Entity upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

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

## 3. PRICING

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

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

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

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

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

## 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

## 6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

## 7. CUSTOMER SERVICE

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

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

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

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the

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address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## 10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

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## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

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

## 13. GOVERNMENT DATA PRACTICES

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

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

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of violation of applicable patent or copyright laws related to intellectual property rights owned, or represented as owned, by Vendor. Vendor will not provide copyright, trademark, or patent indemnity to Sourcewell or its Participating Entities for Equipment or Products supplied under the Contract which Vendor does not manufacture. Vendor will use reasonable commercial efforts to assist the Participating Entity in prosecuting any infringement indemnification claim against the applicable manufacturer.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

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

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

## 16. GOVERNING LAW, JURISDICTION, AND VENUE

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

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

**20. INSURANCE**

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

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

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

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"work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 21. COMPLIANCE

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

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

## 22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor does not guarantee compliance with the Buy American Act, except as may be negotiated with the Participating Entity on a case-by-case basis where compliance is required.

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

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L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor does not guarantee compliance with Section 6002 of the Solid Waste Disposal Act, except as may be negotiated with the Participating Entity on a case-by-case basis where compliance is required.

## 24. CANCELLATION

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

Sourcewell

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

Date: 12/21/2020 | 12:19 PM CST

Genuine Parts Company d.b.a.
NAPA Integrated Business Solutions

DocuSigned by:
By: Jett Kuntz
BBF6652DCC21445...
Jett Kuntz
Title: Vice President NAPA Fleet & IBS

Date: 12/23/2020 | 7:25 AM PST

Approved:

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

Date: 12/23/2020 | 11:40 AM CST

# RFP 110520 - Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

### Vendor Details

| | |
|---|---|
| Company Name: | Genuine Parts Company - NAPA Integrated Business Solutions |
| Does your company conduct business under any other name? If yes, please state: | NAPA Auto Parts, NAPA IBS |
| Address: | 2999 Wildwood Parkway<br>Atlanta, GA 20229 |
| Contact: | Jett Kuntz |
| Email: | jett_kuntz@genpt.com |
| Phone: | 770-855-2221 |
| HST#: | 58-0254510 |

### Submission Details

| | |
|---|---|
| Created On: | Thursday September 17, 2020 08:59:24 |
| Submitted On: | Wednesday November 04, 2020 13:44:42 |
| Submitted By: | Jett Kuntz |
| Email: | jett_kuntz@genpt.com |
| Transaction #: | e59f1323-082e-4ac8-a098-20b0fad79e43 |
| Submitter's IP Address: | 104.225.162.124 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Genuine Parts Company d.b.a. NAPA Integrated Business Solutions | * |
| 2 | Proposer Address: | Genuine Parts Company<br>2999 Wildwood Parkway<br>Atlanta, GA 30339 | * |
| 3 | Proposer website address: | www.NAPA-IBS.com | * |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jett Kuntz<br>Vice President, NAPA Fleet & IBS<br>2999 Wildwood Parkway<br>Atlanta, GA 30339<br>Jett_Kuntz@genpt.com<br>(770) 855-2221 | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jett Kuntz<br>Vice President, NAPA Fleet & IBS<br>2999 Wildwood Parkway<br>Atlanta, GA 30339<br>Jett_Kuntz@genpt.com<br>(770) 855-2221 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Tim Crowe<br>NAPA IBS Marketing Coordinator<br>7150 South Fulton Street, Suite #300<br>Centennial, CO 80112<br>Tim_Crowe@genpt.com<br>(720) 822-1264<br><br>Ryan Ouellette<br>Director IBS Operations<br>2999 Wildwood Parkway<br>Atlanta, GA 30339<br>Ryan_Ouellette@genpt.com<br>(678) 934-5302 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
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|---|---|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials.<br><br>In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees.<br><br>Over the last 92 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service as a way to outflank the competition.<br><br>GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium and China and has approximately 50,000 employees and annual revenues exceeding $19 billion.<br><br>In 1994, NAPA instituted a vendor managed inventory program called NAPA Integrated Business Solutions (NAPA IBS), bringing fleet inventory management solutions to government customers across the US and Canada. Today, NAPA IBS supports more than 400 fleet garages across the public and private sectors.<br><br>With more than 92 years of distribution expertise, GPC's commitment and reputation for just-in-time service position us as a critical partner in our customers' success. |
| 8 | What are your company's expectations in the event of an award? | Our first order of business, if awarded, will be to renew/extend each of our 50+ current Sourcewell IBS contracts to the allowable timeframe.<br><br>In 2015 when Genuine Parts Company responded to the RFP for the current Sourcewell contract #061015, we had 17 IBS operations using the contract. In the past five years, we have worked tirelessly to grow the contract and today have more than 50 IBS customers using it. Our current customers have seen the benefits and are eager to continue the completely integrated programs we have begun over the last decade. We are already working on providing our team of 15 IBS sales and marketing specialists in the US and Canada with initiatives to reach out to these customers in anticipation of an award.<br><br>Our next order of business upon award would be a large-scale campaign to recruit new government agencies to our contract. We currently have 20+ new agencies awaiting award to begin using a new Sourcewell contract term. We already have specific digital tracking of Sourcewell contract opportunities through Salesforce.com and customized pipeline reporting and will be creating a Sourcewell customer testimonial and promotional video series and more that we will discuss in greater depth in our Marketing Plan responses. We will present the new contract to these 20+ agencies within the first 45 days after award.<br><br>When looking at the government fleet sector, we have identified more than $500 million in potential new sales opportunity through NAPA IBS VMI services. With a new Sourcewell contract award, we estimate that we can achieve double the sales volume that we are doing today through new government contracts.<br><br>Finally, we have more than 100 current IBS government customers in the US and Canada that are not currently using the Sourcewell cooperative for our contract. In the light of our current pandemic, we feel there will be many of these agencies who will be looking for contract solutions to keep our partnerships going with minimal effort and interruption. Our number one priority for these customers is to promote the Sourcewell contract as a vehicle to forego the RFP process when our current contracts come up for rebid. We feel good about our opportunities to convert many of these to Sourcewell contracts upon award.<br><br>On another note, we are also currently working to drive Sourcewell revenues through our other related Sourcewell contracts, including MRO management and fleet auto parts, further strengthening our relationship with Sourcewell and our mutual business impact.<br><br>All in, the opportunity to more than double our existing contract base using Sourcewell is our main objective with a new award. |

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| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Founded in 1928, Genuine Parts Company has had more than 90 years of financial growth and operational stability. This strength brings confidence to Sourcewell members who want to know they are doing business with a company that is here to support them long term.<br><br>Today, GPC is a leading global distributor with scale and brand strength. We have a strong track record of strategic acquisitions to drive growth in large, fragmented addressable markets where we can leverage our distribution expertise, efficiencies and shared services across our portfolio of businesses. We continuously optimize our portfolio and organizational structure for profitable growth and year over year maintain a strong balance sheet, cash flow, disciplined capital allocation and history of consistent dividends.<br><br>In 2019, we continued to grow through several strategic transactions designed to optimize our portfolio and create value for our stakeholders. All in, 2019 was a record sales year and we provided our shareholders with a 14.0% total return. Our financial results in 2019 reflect the positive impact of our strategic growth initiatives and continued focus on improving our operating performance, maintaining a strong balance sheet, driving meaningful cash flows and effective capital allocation.<br><br>In 2020, the COVID-19 crisis has affected business and governments across the world and GPC has felt some of these effects as well. However, by focusing on the health and safety of our people and supporting agility in our operations, we have come through this stronger than ever and continue to grow.<br><br>Overall, GPC has a strong history of sales and profit growth, increasing sales in 87 consecutive years and profits in 75. Additionally, 2020 marks our 64th consecutive year of increased dividends to our shareholders.<br><br>For further information and documentation, please find our 2019 annual report in the document upload section of this response. | * |
| 10 | What is your US market share for the solutions that you are proposing? | With more than 400 IBS locations across the US, GPC/NAPA has an estimated 80 percent market share in the scope of the government vendor managed inventory services outlined in this RFP. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Within current government agencies that are doing vendor managed inventory programs in Canada, NAPA IBS has an estimated 90 percent market share. With 22 IBS sites across the country, including our cornerstone Sourcewell contract with the City of Toronto and eight other government IBS contract, our Canada operations are experienced and ready to grow their Sourcewell IBS footprint. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, Genuine Parts Company has never petitioned for bankruptcy protection in our 92-year history. | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP.<br><br>Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. In addition, NAPA Integrated Business Solutions (NAPA IBS) is a separate service offering that is made available through both our company-owned and independent operations. NAPA IBS is a trademarked, licensed brand exclusive to the NAPA family of stores. Through contractual assignment language, we are able to authorize our independent locations to perform the exact same services proposed within our response and have done so multiple times under our current contract.<br><br>Additionally, in order to best serve our Sourcewell customers, we have a vast network of more than 1,400 outside suppliers available exclusively through our NAPA IBS network, that we partner with to be a full service, turnkey sourcing solution for government fleets that require more product than the NAPA system alone can provide. In these cases, we act as a service provider in procuring parts and managing those vendor relationships. All functions of this work are done by GPC employees or independent store employees. Typically, we do not hire third-party employees on any contracts unless specifically asked for by a government agency. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Genuine Parts Company holds current business licenses to operate, as well as brick-and-mortar infrastructure, in each of the 50 states as well as Canada. With our company and independent store network, it is important to note that NAPA has current business licenses to do business in more than 6,000 markets with existing Sourcewell members today. What this means to the members is that there are local businesses with tax paying citizens working in those markets ready to serve them today. | * |

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| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Genuine Parts Company has not had any suspension or debarment action applied to our organization in the past ten years. | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * | |
|---|---|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow the current Sourcewell VMI contract. In the last five years, the contract has grown exponentially through Jett's and the IBS team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated:<br><br>"Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future."<br><br>Our vendor managed inventory services with IBS are also awarded with the successes of our customers. Over the past 26 years our NAPA IBS customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, the following fleet organizations received awards of operational excellence and have attributed part of their success to NAPA IBS. These awards are given to the best fleets, all of the below being current NAPA IBS customers and many of which being Sourcewell members, for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.<br><br>Current NAPA IBS Customers Awarded as Leading Fleets in 2019 (in alphabetical order):<br>• City of Cape Coral, Fla.<br>• City of Denton, Texas<br>• City of Dublin, Ohio<br>• City of Fort Worth, Texas<br>• City of Greenville, S.C.<br>• City of Lakeland Fleet Management, Fla.<br>• City of Sacramento, Calif.<br>• City of Tempe, Ariz.<br>• City of Ventura, Calif.<br>• County of San Diego<br>• County of San Luis Obispo, Calif.<br>• County of Sonoma, Calif.<br>• Hillsborough County, Fla., Fleet Management Department<br>• New York City Fleet<br>• Ventura County, Calif., GSA Fleet Services<br><br>Current NAPA IBS Customers Mentioned as Notable Fleets in 2019 (in alphabetical order):<br>• Broward County Sheriff's Office, Fla.<br>• City of Grand Prairie, Texas<br>• City of Marietta, Ga.<br>• City of West Jordan, Utah<br>• Cobb County Fleet Management, Ga.<br>• New York City Department of Transportation<br>• New York City Police Department<br>• Pasco County, Fla.<br>• Sarasota County Government, Fla. | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | Of our 400+ IBS locations, Government (City, County, State, DOT, Government Utility) and Education (Higher Ed/K-12) comprise about 60 percent of our overall purchase volume in vendor managed inventory services. Of that government market, approximately 80 percent is traditional government and 20 percent is education.<br><br>We also have very large customers in the private sector (airlines, construction, utility, private fleets) that are a significant portion of our IBS services. It is a tremendous value to our government customers that we have information on vendors from our private sector business as it broadens the scope of availability on OE and MRO supplies for our government and education fleet customers. | * |

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|---|---|---|---|
| 18 | What percentage of your sales are to the education sector in the past three years | Our education customers can be divided into K-12 bus fleets and higher education fleets. Traditional K-12 fleets have been the majority of purchases for us in the last three years. However, we have seen a significant uptick in Sourcewell members in the higher education category contracting with us. Of our total government volume, education is roughly 20 percent of our sales. | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NAPA has a mix of state, provincial and cooperative purchasing contracts that make up our government business segment. We have 40 standalone and cooperative state contracts for traditional automotive parts. Within the scope of vendor managed inventory services, we also have state and cooperative contracts that provide the specifications required by this RFP. A summary of each type of contract we currently hold is below.<br><br>Traditional Parts Business:<br><br>Direct Contracts with States (no coop):<br>Total average annual contract value past 3 years = $36.5 million<br><br>State of Delaware<br>State of Georgia<br>State of Idaho<br>State of Iowa<br>State of Massachusetts<br>State of Mississippi<br>State of New Jersey<br>State of Utah<br>State of Virginia<br>State of W. Virginia<br><br>Cooperative Contracts:<br><br>NASPO: 18 States<br>Total avg. annual contract value past 3 years = $35 million<br><br>Sourcewell: 3 States + Individual Cities<br>Total avg. annual contract value past 3 years = $25 million<br><br>Vendor Managed Inventory (IBS) Business:<br><br>Direct Contracts with States (no coop:<br>Total average annual contract value past 3 years = $33.8 million<br><br>State of Arizona<br>State of Illinois<br>State of Kansas<br>State of Ohio<br><br>Cooperative Contracts:<br><br>Sourcewell: 3 States<br>Total average annual contract value past 3 years = $12.0 million<br><br>State of Georgia<br>State of Illinois<br>State of Massachusetts | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | NAPA IBS holds no GSA contracts. | * |

### Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| City of Sacramento, CA<br>Department of Public Works<br>Fleet Division | Mark Stevens<br>Fleet Manager<br>mstevens@cityofsacramento.org | 916-808-5869 | * |
| City of Ventura, CA<br>Public Works Department | Mary Joyce Ivers<br>Deputy Public Works Director<br>mjivers@cityofventura.ca.gov | 805-701-7315 | * |
| Polk County, FL<br>Fleet Management Division | Robert Biller<br>Director, Fleet Management<br>robertbiller@polk-county.net | 863-534-5660 | * |
| We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response. | We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response. | We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response. | |

## Table 5: Top Five Government or Education Customers

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

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| Chicago Transit Authority | Government | Illinois - IL | Vendor managed inventory services. Master warehouse that services 20 City bus and rail garages for the second-largest transit authority in the US. | Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors. | 2020 YTD: $55,365,549<br>2019: $70,838,159<br>2018: $68,722,731 | * |
| City of Chicago Fleet | Government | Illinois - IL | Vendor managed inventory services for 14 on-site parts rooms servicing the City's fire, police, sanitation, parks, aviation and general fleets. | Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors. | 2020 YTD: $20,323,676<br>2019: $28,098,757<br>2018: $27,280,538 | * |
| City of New York Fleet | Government | New York - NY | Vendor managed inventory services for 17 on-site parts rooms servicing the City's fire, police, sanitation, DOT, parks, corrections and general fleets. | Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors. | 2020 YTD: $19,639,682<br>2019: $23,925,781<br>2018: $20,285,905 | * |
| Ohio Department of Transportation | Government | Ohio - OH | Vendor managed inventory services with onsite personnel in each of 12 DOT districts servicing more than 100 downline shops statewide supporting all DOT fleet operations, including snow removal, mowing, highway maintenance and more. | Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors. | 2020 YTD: $19,899,819<br>2019: $21,439,285<br>2018: N/A | * |
| City of San Diego Fleet | Government | California - CA | Vendor managed inventory services for current Sourcewell customer with an on-site parts room with single-source delivery service to 11 garages supporting the City's police, fire, public works, sanitation, parks, golf course and utility fleets as well as MRO products. | Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors. | 2020 YTD: $8,979,109<br>2019: $11,622,621<br>2018: $11,076,795 | * |

## Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * |
|---|---|---|
| 23 | Sales force. | NAPA IBS has 100% coverage of the US through full-time NAPA IBS dedicated sales representatives across our 6 automotive company divisions: Our NAPA IBS United States Sourcewell sales force includes 16 Sourcewell sales execution specialists:<br><br>Eastern Division – Terry Ryan, Lis Malysa – CT, DE, MA, ME, NH, NJ, NY, PA, RI, VT<br><br>Mid-Atlantic Division – Josh Peters, Ron Nelson, Steve McNeal, Dan Bigham and Rich Huzi – DC, IN, KY, MD, NC, OH, PA, SC, TN, VA, WV<br><br>Mountain Division – Dale Clark, Hunter Beal, Vicky Donio – AK, CO, ID, MT, OK, ND, NM, SD, TX, UT, WA, WY<br><br>Midwest Division – Steve Brisco, John Marchese – IA, IL, KS, MI, MN, MO, NE, WI<br><br>Southeast Division – Peter Purpura, Mark Smith – AL, AR, FL, GA, LA, MS, TN<br><br>Western Division – Mike Picardi, Robert Sperry - AZ, CA, HI, OR, NV, WA<br><br>In addition to our dedicated sales force in the US, we have local teams in every major market that are knowledgeable about and invested in promoting the Sourcewell program. Our local General Managers, District Managers, Commercial Sales Managers, Wholesale Managers and Area Managers make up another 250+ NAPA team members who are tasked with growing this contract.<br><br>Napa will be also supporting the Sourcewell contract amongst 4 regions across Canada. Below is an organizational breakdown that demonstrates how it will be supported in the Atlantic, Quebec, Ontario and the Western region.<br><br>Central & East Regions – Stephanie Cooney-Mann – ON, MB, NS, PEI, NB, NF<br><br>Quebec Region – Pierre Berthiaume - QC<br><br>West Region - Troy Sawada – BC, AB, SK<br><br>NAPA IBS Headquarters Sourcewell Contract Support – United States<br><br>Jett Kuntz - Corporate Vice President NAPA IBS<br>• Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations and marketing<br>• Senior, single point of contact for all Sourcewell contract questions<br><br>Ryan Ouellette - Director of Operations – NAPA IBS<br>• Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations<br><br>Tim Crowe – Marketing Coordinator – NAPA IBS<br>• Manages NAPA IBS Digital Marketing and Salesforce.com database efforts<br>• Coordinates Digital Marketing for Sourcewell publicity and marketing efforts<br><br>Matt Chapman - IBS Inventory Control Manager<br>• Manages NAPA IBS national “Vendor Spend” analysis<br>• Identifies reasonably achievable pricing cost schedules by supplier and/or industry<br>• Identifies targets for potential national vendor buying agreements<br>• Coordinates non-NAPA product line database to promote national inventory and sales reporting<br>• Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence<br>• Provides feedback and input on IBS inventory control improvements<br><br>Eric Maurey – IBS Operations Manager<br>• Establishes and provides oversight of standardized procedures<br>• Reviews operational initiatives for increased efficiencies<br>• Reports to upper management on operational key performance indicators (KPIs) of our group<br>• Establishes and reviews corporate IBS Policies and disperses them to the field<br>• Oversees implementation of service and accountability initiatives<br>• Sourcewell audit reporting reconciliation specialist<br><br>Collin Garner - IBS Legal Counsel<br>• Reviews all documents before we execute an RFP response, contract change or new agreements<br>• Negotiates and coordinates all Sourcewell and IBS contract documents |

Donna Wright-Walsh – IBS IT Director
- Maintains relationships with major fleet software providers
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

NAPA IBS Headquarters Sourcewell Contract Support – Canada

Gerry Tadeo – Director, IBS Store Operations
- Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations
- Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations

Darren Rest – Specialists, Bids & Quotes
- Lead proposal development including RFPs, RFIs, RFQs and RFSOs, as well as maintaining pertinent related electronic documentation, managing proposal drafts and researching content.
- Lead efforts to ensure accurate and effective logging, tracking, preparation and completion of high-quality proposals to support NAPA's sales activities.
- Develop and foster relationships with Regional Specialists to capitalize on sales opportunities pertaining to Government & large Fleets.

Barbara Schryver – IBS Inventory Coordinator
- Coordinates non-NAPA product line database to promote national inventory and sales reporting
- Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence
- Provides feedback and input on IBS inventory control improvements

Martin Rolland – Uap Inc. Legal Counsel
- Reviews all documents before we execute an RFP response, contract change or new agreements
- Negotiates and coordinates all Sourcewell and IBS contract documents

Gilles Desrochers – Director, Store Computing/Integration
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

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| 24 | Dealer network or other distribution methods. | NAPA IBS promotes the Sourcewell vendor managed inventory contract to all of our 6,000+ stores nationwide. Our dealer network is broken out into 5,000 small business independent stores and 1,000 company-owned NAPA stores. These stores and our 400 unique vendor-managed locations are supported by our 52 master distribution centers that contain more than $1 billion of fleet parts and other replenishment inventory for our network.<br><br>The value of this network to Sourcewell members lies in our ability to provide inventory, distribution and local support in any area of the US or Canada without having to incur excessive mobilization or freight times or charges. If a member wants to implement our services, chances are we already have boots on the ground in their location who are trained and ready to support them right away. Our network is available 365 days each year to get our customers the parts they need in the most efficient way possible.<br><br>Our network starts with the 5,000 local, small business NAPA stores that support Sourcewell in the areas where they operate. Many municipalities, such as the City of Tuscaloosa, Ala., place a strong emphasis on supporting local businesses and our local NAPA network in the City helped them do just that. When they had a need for fleet parts support, they were able to use our Sourcewell VMI contract to not only capture the benefits of the IBS program, but also support our local NAPA store owner, Joseph Roberto, and his operation that consisted of employees who lived and worked in the City in which they were serving.<br><br>Our internal independent NAPA network supports local, small business across the US and Canada, but that's just one way we do that. We also have dedicated efforts across our local operations and our corporate footprint as a whole to support minority-, women- and veteran-owned and disadvantaged businesses in all of our sourcing activity. Whether a contractual obligation or a good-faith effort, this is an important cornerstone of our community support policy for IBS.<br><br>In addition to our 5,000 local small business independent NAPA stores, we have the strength of our corporate-owned distribution network backing up the IBS program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to our Sourcewell member customers. They also take advantage of our sister companies like Motion Industries, all under the Genuine Parts Company organization, that provide non-fleet distribution across the US and Canada, including industrial supplies, office products, MRO products, equipment and more.<br><br>Furthermore, NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work.<br><br>All of our stores, whether under corporate or independent ownership, have the ability to source and stock the products that our customers need, whether NAPA branded or sourced from our outside network. This provides members the choice of what fits their fleet and facilities operations best while still having the power of our network to provide it. We currently work with more than 1,300 outside vendors in the IBS program that supply a wide variety of product categories and provide a basis for comparison for our customers on price, quality and service so they know they are getting what they want for their dollars. | * |

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| 25 | Service force. | NAPA employs thousands of store, area, district, divisional and national sales and operations professionals to help execute our IBS programs and put boots on the ground in all areas across the US and Canada.<br><br>The dedicated sales and operations team outlined in question #23 are solely focused on business development, compliance, and operation in all IBS contract engagements in the US and Canada. In addition, they do offer road service and manage the contract process throughout the life of the contract for our company and dealer network for IBS services. They are involved in contract selling, contract negotiation, mobilization, initial vendor management, and project implementation.<br><br>After the launch of our IBS locations, the IBS sales representative remains involved with the contract to ensure we are meeting benchmarking and key performance indicators for the customer. They are a vital part in bringing outside of market information to the fleets and maintenance facilities we service. Our IBS contract sales force are a mobile field-driven sales team and are available to service the customers at their locations and to assist our existing on-site parts management team in any endeavor.<br><br>The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage:<br><br>1. NAPA IBS HQ team sets standard operating procedures.<br>2. Sales force promotes the contract to customers.<br>3. Service force executes contracts and opens and manages sites.<br>4. Marketing team conducts regular business reviews to promote contract retention.<br>5. HQ team ensures compliance, reporting and overall growth. |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Our customer service process and procedure support breaks into three categories: Sourcewell Contract Sales Process (Pre-Contract), Sourcewell Contract Implementation/Project Startup Process (Post Contract), and Sourcewell “Live Project” Process (Continuous Improvement Process)<br><br>**Note** All resources listed in this section are already in place and immediately available to respond to the award and commitments of a Sourcewell contract and subsequent contract marketing, mobilization and implementation.<br><br>Sourcewell Contract Sales Process – Pre Contract<br><br>Our NAPA IBS Vice President – Jett Kuntz – and the team of 10 dedicated Sourcewell IBS contract sellers are responsible for selling and promoting Sourcewell IBS contracts to our thousands of prospective candidates to use the Sourcewell contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet management, procurement, finance, accounting and administration to build the best-in-class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team will do the hard core analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer service – so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation.<br><br>In conjunction with our sales effort – GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact – Collin Garner – is available as an immediate resource to Sourcewell, our sales team, and our Sourcewell contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our Sourcewell customers because of the speed of response on contract questions and finalizations.<br><br>Sourcewell Contract Implementation/Project Startup Process – Post Contract<br><br>After a contract has been finalized – our entire IBS operations organization immediately kicks into gear as we mobilize the vendor managed on-site location. Our headquarters support team listed in question #23 of this response is in charge of implementing the new project and performs the following mobilization support tasks:<br><br>1) Databases Sourcewell contract in our in-house contract managing database<br>2) Establishes contract pricing in the new site<br>3) Coordinates IT efforts to support on-site point of sale and any special IT initiatives<br>4) Verifies reporting systems for Sourcewell contract reporting<br>5) Initializes our in-house on-line project management tools for the field<br>6) Reviews internal business plan proposal to ensure contract compliance<br>7) Finalizes specific key performance indicators and baseline benchmarks for our customer |

Next – our local field teams that will operate the day-to-day operations are mobilized according to the launch time-line of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:

Local mobilization teams are comprise of members of our company that execute an IBS contract site implementation that includes initial inventory of customer's fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.

On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent Sourcewell IBS contracts will be led by a team of DC General Managers/ DC Operations Managers and the local market Commercial Sales Manager for that store's market. *

All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Selling Group team. This is a dedicated group of NAPA product managers that will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:

- Filtration/Heavy Duty Product Support
- Undercar (Brakes/Chassis) Product Support
- Electrical/Underhood (Batteries, Rotating Electrical, Engine Management) Product Support
- Heating and Cooling Product Support
- Paint and Body Product Support
- Tools and Equipment Product Support

A final, important part of our site mobilization team is our IT team – every market has dedicated IT members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.

Sourcewell "Live Project" Process (Continuous Improvement Process)

Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our Sourcewell contract customers.

Each contract should have well-defined key performance objectives. Typical objectives include daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI's included in our contract.

The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The Sourcewell contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually these reviews are weekly in the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation.

These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations. We have included a sample business review document as an attachment. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.

The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all Sourcewell contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the Sourcewell contract and subsequent business review reports produced by our local operations to ensure contract compliance.

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| | | NAPA IBS/Genuine Parts Company has countless dedicated resources to ensure a great Sourcewell contract experience for Sourcewell members when they engage in an IBS contract. | |
| 27 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in the United States.<br><br>NAPA IBS has the unparalleled ability to provide our services to Sourcewell participating entities across the United States and we are already doing so today. We are currently actively under more than 50 contracts using Sourcewell with cities, counties, states, DOTs, K-12 and higher education institutions in the United States.<br><br>We are able to accomplish this through our vast network of 55,000+ employees, our database of hundreds of fleet professionals that we work with every day to develop innovations and best practices, the support of NAPA headquarters to invest in programs and solutions that will benefit our customers, and our extensive distribution infrastructure. 6,000 NAPA stores and 52 large distribution centers nationwide make it really easy to get customers what they need, whether from our internal supply chain or by sourcing from supplier partners that we have spent decades building great relationships with.<br><br>In sum, we have more than $1 billion in NAPA inventory across our distribution network, $175 million of which is dedicated specifically to IBS VMI parts rooms. Out of our 55,000 employees, nearly 5,000 of them have hands in the selling and operating processes that aide this contract development and execution and 1,100 of them are solely focused on NAPA IBS customers. Long story short, whatever the product is, we have the people and resources to get it.<br><br>We have an incredible existing relationship with Sourcewell that demonstrates, year over year, our willingness to participate fully in this program. Sourcewell is the only cooperative contract that IBS holds in the US and it is an integral part of our selling and marketing fabric. Our national sales team and local support teams are well versed in presenting the Sourcewell solution to existing members and non-members and it is one of the first points raised when discussing simplifying VMI contract processes for governments.<br><br>Beyond our current contract performance, we have further invested in our Sourcewell relationship through the other contracts we hold with Sourcewell, including Fleet Parts, MRO VMI, and Lifts & Equipment contracts. We also partner with Government Sourcing Solutions, a procurement consulting organization closely tied to Sourcewell, to help us seek out existing members and non-members to approach about the Sourcewell opportunity.<br><br>Our plan is to expand upon our success with the current Sourcewell contract to grow into new business areas and solutions for many Sourcewell members. | * |
| 28 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in Canada.<br><br>NAPA IBS in the US and Canada work as one and we are excited about the possibility of expanding use of the Sourcewell contract in Canada. They have existing IBS vendor managed sites within government operations, including a Sourcewell contract with the City of Toronto, today. We have a dedicated sales staff in place today that is trained and ready to execute a similar marketing plan that we are using in the US to further grow our Canadian footprint with Sourcewell.<br><br>NAPA has a strong presence in every region and is fully capable of serving the Canadian geographical locations described in this RFP of current and future Sourcewell members and represented associations. NAPA has a national presence from coast to coast across Canada. Thanks to our 600-store network and our strategic distribution centers locations, we can meet all members' needs in a short amount of time, wherever they are operating.<br><br>In addition, NAPA IBS Canada is already engaged in fleet related trade organizations, including NAFA, RMA and Kinetic GPO, where we have easy access to promote and market the Sourcewell message. Our team is in place, the training is ready to go, and our NAPA Canada team would be ready to promote day one of an award.<br><br>Finally, Genuine Parts Company and NAPA IBS can provide Sourcewell with future international expansion of the co-operative contract solution for what we do. GPC owns operations in Australia, New Zealand and Mexico as well. Our IBS efforts in those markets are just underway and could prove to be an excellent opportunity to help promote co-op solutions internationally. | * |

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| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Our NAPA IBS is available in all 50 states and every Canadian province. We have a unique capability of having ready-to-go staffing and brick and mortar support as well as nightly parts and supply distribution into all 50 states. With over 6,000 stores across all 50 states (and many US Territories) and 52 master warehouses we offer a unique way for our locations to get parts and supplies delivered at extremely low costs to our customers. In addition, our IBS services are available to all government (city, county, state, utility, transit, airports, etc.) and education (state universities and school bus garages) institutions. Non-profits can also be serviced under our IBS program if the program fits their needs. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | NAPA IBS can service every vertical listed in the RFP: Government, Education and Non-Profit. If there is a fleet or warehousing service need with a Sourcewell member, NAPA IBS can customize our solution for that customer. For example, today the IBS program currently operates parts rooms in all of the following verticals and more:<br><br>• Municipal, State and Federal Fleets<br>• Facilities Management<br>• General Services Warehousing<br>• Public Transit<br>• Education<br>• Aviation Management<br>• Public Works<br>• Sanitation<br>• Transportation<br>• Police<br>• Fire<br>• Utility<br>• Parks & Recreation<br>• Golf Courses<br>• Forestry<br>• More<br><br>NAPA operates in all 50 states and all Canadian provinces and has no geographical limitation on providing VMI services to Sourcewell members. We even have distribution centers and current NAPA IBS operations in Alaska and Hawaii that increase our service ability and reduce freight concerns for those regions.<br><br>One area where we feel we can improve our footprint with Sourcewell is in the non-profit sector, including hospitals, charity and other organizations. Regardless of the size of their fleets, these organizations have ways that we can help them manage their inventory better, and our MRO and warehousing management capabilities can be a good way to grow our Sourcewell business in that sector. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | We have no requirements or restrictions for Alaska or Hawaii within the services in our RFP. NAPA IBS has brick and mortar warehouse locations and employees in both Honolulu and Anchorage as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently provide the services outlined in this RFP.<br><br>The only US territory that we do not service is Puerto Rico. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
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| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | NAPA IBS has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.<br><br>• NAPA IBS Website – public facing marketing and lead generation website that prominently displays our Sourcewell contract details and links to Sourcewell's contract page.<br><br>• Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently.<br><br>• Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more.<br><br>• Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (Powerpoint slides) that promote the benefits of implementing Sourcewell contracts.<br><br>• Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more.<br><br>• Fleet Industry Events – NAPA IBS sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include:<br><br>National Events<br>o NAFA I&E www.NAFA.org<br>o Government Fleet Expo (GFX) www.governmentfleetexpo.com<br>o FleetCon presented by FleetPros www.FleetPros.org<br><br>Regional Events<br>o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org<br>o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org | * |

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| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Our primary use of technology in promoting our Sourcewell contract is through the NAPA IBS website. Our website is a public-facing lead generation site that explicitly displays our Sourcewell partnership to prospective customers. The site also drives visitors to a contact page where we can collect fleet data and automatically pass it on to our local sales representative who is a trained expert on selling our Sourcewell option. When a prospect fills out the contact form, an email is automatically generated and sent to not only the local sales representative, but also to NAPA IBS executive and sales leadership to ensure prompt follow-up. We track all of this activity to measure our success rates and Sourcewell contract growth.<br><br>The IBS website also contains digital tools and materials to help our team sell the Sourcewell VMI contract. It has a suite of presentation elements, which we use digitally these days to connect with prospects remotely and safely, as well as embedded testimonial videos that discuss how Sourcewell has helped real customers. These materials are also available to our entire NAPA store network to help them identify and educate potential Sourcewell customers that they already work with.<br><br>Additionally, we use Salesforce.com, our customer relationship management system, to automatically track communication with Sourcewell customers and prospects through an integration with our Outlook email system. This allows our sales team to communicate more effectively with prospects and allows management to track pipeline movement and help drive results.<br><br>Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.<br><br>While we are proud of the digital efforts we make, we can always do more. Moving forward, we are considering ideas such as adding a specific Sourcewell information section to our web contact form on www.NAPA-IBS.com. We are also interested in adding a Sourcewell link into applicable government email communications from our sales team to increase exposure and drive Sourcewell conversations. | * |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell the IBS solution to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort:<br><br>• Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts.<br><br>• Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team.<br><br>• Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract.<br><br>• Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts. | * |

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| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us:<br><br>• NAPA ProLink: NAPA ProLink is an exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or IBS locations. It gives the customer direct digital access to our catalog of more than 465,000 SKUs, all available on this contract.<br><br>• Fleet Software Integrations: Our IBS sites offer a more in-depth digital solution to on- and off-site customers who want to order from us electronically. Integrating a shop's fleet software system into our inventory management and point-of-sale platform allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.<br><br>• Enterprise E-Procurement: NAPA IBS has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * | |
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| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | NAPA IBS has a unique position in fleet related services as we are the only company in this space that houses our own internal technician training on-site, on-line, and manufacturer based shop training – all in one package. Genuine Parts Company has made the investment to have our own certified technician training in-house – all with the purpose to help our fleet customers drive efficiency in their operations and to ensure their technicians receive the most up-to-date training to keep their fleet vehicles on the road.<br><br>A sample of our NAPA IBS exclusive Autotech training course offerings is included in the supplemental uploads.<br><br>Our customer needs for training vary, so we have a mix of free training – offered by dedicated NAPA Product Support teams – as an added value to our customers, in categories including: Filtration/Heavy Duty, Undercar (Brakes/Chassis), Electrical/Underhood (Batteries, Rotating Electrical, Engine Management), Heating and Cooling, Paint and Body, Tools and Equipment. This training is part of the fabric of any customer that has a NAPA IBS contract and will be available to Sourcewell members. In addition, Autotech has online and on-site training courses available for an additional fee.<br><br>NAPA also works with a select group of non-NAPA suppliers that are able to provide resources and customer product training upon request. The size and scope of any requested training will determine any fees associated with these opportunities. All fees would be passed through to the customer at our cost with no markup.<br><br>All onsite and online training can be bundled and easily tracked by a government agency through our www.NAPATraining.com website. This is a one-stop location for government fleet professionals to track and manage all training activities within their operations. | * |
| 37 | Describe any technological advances that your proposed products or services offer. | The IBS HUB, a NAPA IBS exclusive technology platform, revolutionizes the way that NAPA conducts business with government fleet customers and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running.<br><br>The IBS HUB directly impacts how an IBS operates, removing inefficient time-consuming activities and replacing them with intuitive interactive processes. Improvements that your Sourcewell members gain through the IBS HUB include, but are not limited to:<br><br>• Order Management (Work Orders)<br>• Inventory Management<br>• Local Supplier Management | |

- Inventory Barcoding
- Inventory Receiving and Reconciliation
- Automated, Accurate and Consistent Reporting.
- Ease of Integration
- IBS Network Wide Supply Chain Visibility

NAPA IBS has a dedicated team that works exclusively on enhancements to the IBS HUB system that will continue to add value to all IBS customers. One of our most recent value add additions is our IBS HUB Remote Consignment module.

The IBS HUB Remote Consignment Module adds functionality to the IBS HUB to facilitate offsite remote inventories that are not directly managed by on-site NAPA staff. These consignment inventories are supported by an on-site NAPA IBS location which provides stocking levels, tracking of used inventory, replenishment, and allocation of the inventory onto work orders.

Consignment Inventory Work Order and Replenishment Features:

- Source parts from Consignment Inventory during parts issuance to work orders
- Ad-hoc/Scheduled Replenishment from on-site NAPA IBS location
- Parts will be controlled by specific Shop location or Garage
- Provides a static inventory listing for each location
- Stores bin locations for each consignment location
- Ability to conduct physical inventory sessions as often as needed, but required quarterly
- Ability to replenish Consignments via Supplier Orders, Interstore Orders and/or DC Orders
- Ability to aggregate inventory across multiple Consignments
- Ability to calculate and recommend MIN/MAX levels for Consignments based on specific location parts usage
- Tracking of inventory in Consignments that has been re-numbered or superseded to new product

Benefits for IBS Customers and Sourcewell Members:

Consignments offer our IBS clients the ability to have smaller inventories in their remote service facilities that would not have the need for a staffed parts room. These inventories are provided on consignment so that the parts are not paid for until consumed on a work order, PO, or similar billing. The IBS HUB consignment module then provided automated tracking to ensure proper and timely replenishment from your IBS location ensuring the needed parts are always available.

The recommended stocking quantity feature of the IBS HUB ensures the right parts are stocked in these locations in which space is normally limited. By tracking usage by the specific shop, the IBS HUB ensures only the parts used at each consignment most frequently is stocked. The Pending and Pull List functionally of the IBS HUB works to track each stocked part used at the location until it has been confirmed to be replenished. These functions make sure that the agreed upon stocking parts will be there when the technician needs them.

The physical inventory sessions for each consignment in the IBS HUB make sure that the inventory in the offsite locations stay true to their expected stocking levels. Quarterly counts are required, but they can be run more frequently as needed. Ultimately the IBS HUB Consignment Module provides IBS clients with offsite inventory so that remote technicians have a consistent organized inventory to support their work.

NAPA Canada has recently invested in new warehouse automation technology that will improve our efficiencies and add the ability to increase our inventory at our DC in Cambridge, ON. Our Cambridge DC has collaborated with KNAPP, a global leader in industrial automation solutions, to integrate KNAPP's AG - OSR Shuttle, a high-performance, reliable semi-automatic picking and storage system.

Furthermore, NAPA, the Federal Government and Drone Delivery Canada (DDC) are participating in "The Moosonee & Moose Factory Pilot Program" to deliver NAPA Auto Parts to rural locations across Canada. Today the drones are carrying approximately 25 lbs, but DDC is working on those that could handle 100-400 lbs.

NAPA vendor managed IBS sites in the US and Canada are also using a new proactive inventory management program called Pulse. The system uses predictive analytics to determine what factors drive categorical sales, including vehicle registrations, part failure rates, market demographics, climate and geography. Pulse also has the ability to customize inventory assortments for specific fleets by uploading a VIN list into the system, which creates an inventory list with the product categories of choice.

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| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | At NAPA IBS, we share our customers' and their communities' commitments to sustainable practices in procurement and fleet operations. Below are some of the benefits members will realize from working with NAPA IBS:<br><br>• Many chemicals that are offered are non-detergent/green products<br>• We recycle oil at our stores and can recycle oil for any customer<br>• We advocate the use of the used oil filter crusher to extract environmentally hazardous chemicals from landfills<br>• We recycle all plastic, paper, cardboard and wooden pallets at our DCs and HQ offices<br>• GPC supports paperless systems initiatives within all business segments<br>• GPC promotes the use of fuel-friendly delivery fleet vehicles<br>• Many of our IBS customers have received Clean Cities Green Fleet of the Year awards in past years<br>• GPC corporate has established a sustainability roadmap that is available for our customers to review on our corporate website<br>• Upon customer requests, we can employ electric vehicles in certain of our operations<br><br>In addition to our green fleet initiatives, NAPA IBS markets and sells many green Initiative products, including:<br><br>• Smart Washers<br>• Challenger Water In-Ground Lifts<br>• 3M lead free wheel weight system<br>• Schumacher solar battery charger/maintainers<br>• Energy Logic - waste oil burners<br>• Vortex waterborne auto paint - no solvents<br>• Valvoline Next Gen oil - made with recycled oil<br>• Recycled Batteries<br>• Nature's Broom absorbent - eats shop floor oil and lubricants and is environmentally disposable<br>• Micro Green - Lifetime Fleet Filtration Products<br><br>Finally, NAPA IBS implements a strict environmental and spill policy:<br><br>• All chemical products issued by NAPA will have a corresponding Material Safety Data Sheet or MSDS report. The MSDS sheet lists on-site potential hazards of the product. NAPA maintains a computer cataloged MSDS library that will be on the premises of our IBS Fleet locations.<br>• NAPA IBS will produce a MSDS (and soon will make the move to new SDS) hard copy of all chemicals that will be stocked on the premises and update an OSHA approved MSDS book in the event of an emergency.<br>• NAPA maintains a store policy mandating key emergency contacts be clearly posted in the event of an emergency. Hazardous Material hotline and Poison Control will be posted.<br>• NAPA Policy Hazardous materials handling includes the use of protective measures such as an approved eye wash station, approved fire extinguishers, approved safety glasses and gloves.<br>• NAPA will advocate the use of the environmentally friendly Parts Washer system to eliminate the use of needless hazardous chemical washing solvents to be replaced with "Ozzy Juice", an enzyme based solvent proven to work both for the environment as well as the safety and well-being of the technician washing fleet parts. | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | NAPA IBS is not a manufacturer of the products we manage for our VMI customers, but we make a concerted effort to source sustainable products from eco-conscious suppliers whenever possible.<br><br>NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow:<br><br>NAPA Fleet Management<br>• Recycles more than 20 tons of tires annually<br>• Recycles more than 3,500 gallons of oil annually<br><br>General Recycling<br>• More than 7,800 lbs. of cardboard annually<br>• More than 6,400 lbs. of other waste annually<br><br>Energy Efficiency<br>• More than 750 lighting retrofits completed that reduced more than 52 million lbs. of $CO_2$ | * |

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| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Many of our current IBS government and education customers require our IBS sites to work with procurement to achieve specific MWBE goals within our contracts. NAPA IBS has a policy to help our IBS partners exceed diverse spend goals when present in their procurement plan. We do this by helping our government customers recruit new vendors, provide due diligence support on these vendors, and provide regular reporting on our progress on the organizational MWBE goal vs. our actual performance.<br><br>SBE Efforts - Genuine Parts Company and NAPA IBS has extensive experience working with more than 5,200 SBE/MWBE supply partners in our many operations across the country. Our goal with our proposal is to not only give a "good faith" effort – but to meet and exceed the stated goals of our customers.<br><br>NAPA's action plan includes using a mix of service vendors and local businesses to work toward the procurement goal of compliance. NAPA IBS has a tremendous track record of accountability and exceeding SBE/WMBE goals in our operations.<br><br>NAPA IBS' real world track record speaks for itself. In three major municipal contracts currently in place, we show historical success in meeting and exceeding SBE, MWBE goals set forth in the RFPs:<br><br>IBS — Requirement — Actual Results<br>City of Chicago — 25% MBE / 5% WBE — 37% MBE / 5.5% WBE<br>City of Sacramento — 10% SBE — 28% SBE<br>City of Cincinnati — 15% SBE — 17% SBE | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | NAPA IBS has unique, custom attributes that separate us from the competition:<br><br>a) Current network of over 400 contracts – we offer a unique opportunity for Sourcewell to market to hundreds of existing contracts to use the Sourcewell contract as a vehicle to extend current services. No other vendor managed inventory fleet solution has the opportunity to expand use of the Sourcewell contract like NAPA IBS.<br><br>b) Dedicated IBS project staff of 11 sales representatives and 22 field operators that do nothing but selling and managing the vendor managed inventory solution presented in this RFP.<br><br>c) A 26+ year network of over 1,400 OE, aftermarket, supplies, MRO and parts related vendors to support ANY operation that wishes to use the Sourcewell contract. Our services go well beyond NAPA branded parts and include many OE and alternative brands to give our Sourcewell customers a broad range of choice on the products they wish to use in their fleet and warehouse operations. No other vendor of these services can provide the choice and leverage that our 1,400 non-NAPA branded parts and supplies vendor network and experience can bring. NAPA IBS has exclusive vendor arrangements with key fleet parts and supplies-related vendors that are exclusive to NAPA IBS customers and are unavailable to any other supplier of these services.<br><br>d) The IBS HUB is NAPA IBS's exclusive technology platform that was built specifically for the IBS program and providing vendor managed inventory services. It is a technology that is exclusive to NAPA and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running. It also contains detailed reporting that is available on demand or at scheduled intervals to customers' management teams so they always know exactly how we are performing and when their work orders will be complete.<br><br>As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform, the IBS HUB. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more. | * |

**Table 9: Warranty (Performance Standards or Guarantees)**

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

| Line Item | Question | Response * | |
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| 42 | Describe any performance standards or guarantees that apply to your services (customer service response times, processing time frames, stock and non-stock fill rates, etc.). | Our performance standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. We work hard to customize a solution that works for each individual customer, but the following is a list of some of the most common standards and guarantees that we implement and track:<br><br>• Many of the important performance standards, goals and KPIs of operating IBS parts rooms are tracked and can be reported through our IBS HUB system, which is an exclusive capability of NAPA IBS. The system provides regular and on-demand reporting on the following to communicate our operation successes and areas of improvement to customer management:<br>o Parts Fill Rates<br>o Daily Service Metrics<br>o Inventory Special Order Tracking<br>o Down Vehicle Time & Percentage<br>o Inventory Readiness<br>o Parts Cost Comparison<br><br>We will go into greater detail on the aforementioned IBS HUB reporting capabilities in question #68, but have included an upload of sample IBS HUB KPI reports in this section of the supplemental document upload portal.<br><br>• Regular contract compliance audits will be conducted to ensure operational accuracy.<br><br>• We have invested in a digital business review portal that schedules, tracks and stores business reviews with every IBS customer on a monthly or quarterly basis. It also communicates results to the customer and solicits feedback and ratings from them so we can measure our performance from the customer's perspective.<br><br>• We provide product choices for our customers. Whether NAPA parts or parts sourced from other suppliers, we will stock the parts that fit the customer's operation and preferences best.<br><br>• We possess a local footprint in any area we operate. This allows us to provide backup inventory, staffing and distribution support in any situation without long wait times, expensive freight or mobilization charges.<br><br>• We have industry leading technology capabilities to support our Sourcewell member partners that we can customize to meet their ordering, billing, payment and reporting needs.<br><br>• Orders placed manually or directly with our parts staff will be addressed immediately upon request.<br><br>• Orders placed electronically will be acknowledged in our system immediately and will be addressed by our parts staff within 30-60 minutes.<br><br>• Where applicable and/or required, our parts staff and management will be ASE trained and/or certified.<br><br>• All parts sold to customers will meet or exceed OE or equivalent specifications or will satisfy the required specifications of the individual Sourcewell member customers<br><br>• Warranty eligible products will be identified, tracked, processed and credited through our IBS HUB inventory management system. When a technician brings a warranty product to our parts counter, we will know on the spot if it is eligible and will issue credit as appropriate, then work with the supplier to resolve the warranty.<br><br>• All staff involved in IBS operations will be fully trained and knowledgeable on required parts, vendors and technology required to excel at the position.<br><br>• Our contracts have the ability to be terminated by our customers if we are ever not meeting expectations. Most contracts have mutual 60-day termination clauses and language pertaining to our failure to meet obligations is negotiated on each individual contract. | * |

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| 43 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.). | Our service standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. Depending on customer needs and priorities, the KPIs we track can be customized to give them the insight desired into our performance levels and theirs. However, the following are a few of the general aspects of our service that we track and maintain:<br><br>• Under normal operating conditions, we generally target a KPI of 85-90 percent fill rate after an acceptable ramp-up/grace period following initial implementation of the IBS site. Many agencies that we work with do not have clear historical data so we will work with them to build forward-looking KPIs based on actual purchase history after we go to contract.<br><br>• One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. Our NAPA IBS service guarantees that we will replace any alleged warranty item immediately for our government fleets. Then, our onsite personnel have the responsibility to submit warranties to specific product manufacturers and track that item from the moment it is returned through the discovery phase to conclusion. NAPA IBS outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers.<br><br>• Non-stock orders rely on third-party vendor performance and availability, but acknowledgment times can be measured to ensure our parts staff act quickly on such orders.<br><br>• NAPA IBS will comply with all customer expectations and processes regarding work order information, data communication, safety procedures and others.<br><br>• NAPA IBS will adhere to customer, local, state and federal regulations as they apply in the location of the operation, including allowable stocking restrictions on chemicals and other items.<br><br>• While our IBS staff are employees of ours, they are still working in our customers' environments. It is our corporate policy that all of our IBS employees are background checked through E-Verify. At the same time, we respect the safety and security policies of our customers as well. All NAPA employees that work on site are required to follow the procedures and policies of our customers.<br><br>• Because NAPA IBS is providing an inventory management service for customers, one of the strengths of the warranty of service that we provide is the mutual ability to end an IBS contract in the case where services standards are not being met. | * |

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| 44 | Describe any service contract options for the items included in your proposal. | The services we provide remain fairly consistent as we work with different agencies in our contracts. We are contracted to maintain and manage parts and supplies inventory for fleets in many verticals. For the purposes of this RFP – those verticals include – but are not limited to – government fleets and warehousing, education fleets and warehousing, non-profit fleets and warehousing. Each customer has unique needs within their operation, so we provide the flexibility within the scope of our services to accommodate customers in the projects we are contracted to perform.<br><br>The basic offering we propose is to manage fleet-related supplies and parts. This can be accomplished either in an on-site dedicated operation or off-site dedicated operation. Space considerations, labor considerations, work schedule considerations, and inventory needs considerations are all variables for our fleet customers that require customization in each contract. In addition, we are asked to handle MRO skus as part of an overall operation.<br><br>For example, in the City of Sacramento fleet operations, we have held a fleet contract for over five years. Recently, their warehousing operations has been looking for a solution to help them manage skus for their maintenance operations. We have responded to and have been awarded a contract to handle these materials as well as fleet related services and will uses some of the same resources we currently have on-site within the fleet operation to manage the warehouse contract as well. Both facilities are on the same lot in the same area – and we can bring efficiency through our services by managing both.<br><br>Another service function that NAPA IBS has the technology and experience to perform is that of managing remote and/or consignment inventories. Customers with satellite locations that don't carry enough inventory to justify onsite staffing can have their inventory managed, replenished and billed through our IBS HUB system. This requires either electronic submission of all parts removed from the parts room, or a periodic physical inventory count by NAPA IBS staff to determine parts usage and proper billing.<br><br>Third-party services, such as outside repairs, can also be sourced and managed by NAPA IBS for Sourcewell customers. Such needs have specific line codes programmed into our IBS HUB system that can track and invoice according to our contractual pricing model.<br><br>Finally, running multi-location fleet operations often means crossing jurisdictional lines that can affect tax rates and other regulations. NAPA IBS has the ability to manage these logistics digitally so Sourcewell members know they are paying the right prices and following all guidelines without having to do the work themselves. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response * | |
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| 45 | What are your payment terms (e.g., net 10, net 30)? | Our contract payment terms for parts purchases and operational expenses as part of our IBS services are Net 30th. On a monthly basis, we deliver parts billing and operational cost billing as part of our services to our IBS contract customers. | * |
| 46 | Describe available payment options (e.g., frequency, method, platform, etc.) | NAPA IBS is highly flexible in accepting payment options. We are able to integrate with most enterprise billing systems through our industry-exclusive IBIZ custom billing platform. NAPA is able to bill according to customer specifications, but at a minimum of monthly for both parts and operational expenses. The standard policy for all of our customers, and in the industry, is to accept payment via one of the following methods:<br><br>• Check payment<br>• ACH<br>• Wire transfer<br><br>Specific payment options are one of the core points that are detailed in our individual contracts with Sourcewell members. | * |

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| 47 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Our order process for Sourcewell members requesting IBS services is as follows:<br><br>Step One – Discover the need with fleet operations and management on outsourcing parts and service needs this will require analysis of current staffing, inventory, hours of operation, fleet needs, software adoption, billing processes, paperwork flow, audit procedures, and approvals.<br><br>Step Two – Introduce co-operative contract solution as a means to contract during the early phase of our analysis. If customer is not an Sourcewell member, we use this time to present the easy steps to become a member. If they already are an Sourcewell member, we present our contract opportunity with IBS along with documentation on the solicitation. At this point we have added a step in our process to verify documentation of Sourcewell membership with our Sourcewell contract manager.<br><br>Step Three – Complete financial and staffing analysis to determine needs of customer.<br><br>Step Four – Once customer has agreed to proceed to contract, our GPC legal and NAPA IBS representative present our Sourcewell IBS contract terms to the customer for their legal review.<br><br>Step Five – Customer builds business exceptions as part of our master IBS Sourcewell contract. NAPA IBS will negotiate specific terms for the customer based on their hours of operation, staffing needs, inventory needs, etc.<br><br>Step Six – NAPA IBS and Customer come to terms on Sourcewell contract.<br><br>Step Seven – NAPA IBS will inform Sourcewell when a contract has been agreed to between NAPA and customer. NAPA sets the commencement date with customer and ensures all operational systems are in place during mobilization. For Sourcewell, this is the window where we turn flags on in our system to accurately report sales per our Sourcewell contract agreement.<br><br>Step Eight – Contract tracking and reporting will be communicated to Sourcewell on a quarterly basis along with announcements of all new contracts.<br><br>a) Yes – Our independent dealer network will be part of this proposal. Genuine Parts Company controls the process much like was outlined above for our independent dealer network. The dealer is responsible during the analysis phase to provide staffing, inventory and operational documentation. The dealer must agree to all of the terms of the Sourcewell IBS contract as well as the customization for a Sourcewell contract holder in the final agreement. To ensure these steps are made and done in our dealer network, Genuine Parts Company has provided an assignment document as part of the Sourcewell contract that must be signed by the customer, Genuine Parts Company, Sourcewell (if required), and the independent dealer as part of the contract process. The dealer is required to abide by the terms of the contract or will need to assign the business back to Genuine Parts Company.<br><br>In order to maintain consistency and accuracy in reporting and contract fee payments, our NAPA headquarters team tracks and consolidates all company- and independently owned Sourcewell contract sales and reports them to Sourcewell directly. | * |
| 48 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Our NAPA IBS operations typically do not accept p-cards for payment on our monthly parts statement or monthly operations charges statement. We do make exceptions where customers are required to pay us via p-cards. However, since our NAPA IBS operations bill customers for all operating costs incurred in our services, we will be required to bill back any p-card service charges incurred by our IBS store operations on the monthly operating statement bill. For this reason, most NAPA IBS customers do not use their p-cards for our monthly billing – as we would bill them back any service charges. | * |

**Table 11: Pricing and Delivery**

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

| Line Item | Question | Response * |
|---|---|---|
| 49 | Describe your pricing model (e.g., line-item discounts, product-category discounts or cost plus). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items and services that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Cost Methodology Reasoning & Explanation:<br><br>NAPA IBS has 26 years of best practice contract and pricing experience providing customized VMI solutions for government fleets. Our existing 50+ Sourcewell vendor managed inventory contracts and hundreds of government contracts are already on one of the pricing options listed below and their guidance has given us tremendous insights on how government agencies wish to have pricing outlined in these agreements.<br><br>Our customers have made it very clear: Our government agencies want options when it comes to how goods and services are priced in VMI contracts. We have worked with hundreds of government finance, purchasing and operations teams to build three best practice pricing options that are universally used in fleet VMI parts and service contracts:<br><br>NAPA IBS Option 1: No Markup Goods Pricing / Management Fee<br>NAPA IBS Option 2a: Not-to-Exceed 10% Margin Model<br>NAPA IBS Option 2b: Not-to-Exceed Pricing Profile 9074 / 25% Margin Model<br><br>Currently NAPA contracts with hundreds of government agencies on this program. Currently we have 33% that use the option 1 price option, 55% using the Option 2a and 12% using Option 2b.<br><br>In our agreement/contracts with our government agencies, the customer is allowed to select the pricing option that best fits their finance and business rules. All three pricing options are outlined below and are also supported with an explanation grid in our attached documents in this section.<br><br>In each of these options there are two basic pricing components:<br>1. Pricing of Goods<br>2. Pricing of Monthly Operating Costs<br><br>The mix of these two components deliver transparent billing for total cost of contract and also deliver the contractual ROI for NAPA making it a win-win public/private contract relationship.<br><br>Our government customers feel these options provide the perfect balance of transparent costs of goods/services.<br><br>Pricing Options:<br><br>Each Sourcewell member contracting with NAPA IBS will have the choice of which of the following two model options suits their operation best. Both are negotiable within the framework of the model, include not-to-exceed pricing structures, and are proven concepts in use by government IBS customers today.<br><br>Pricing Option 1) No Markup Goods Pricing / Management Fee<br><br>Cost of Goods:<br>All goods are sold to customer with no markup.<br>Cost is determined by current product acquisition cost on sourced, non-NAPA branded goods. If the customer elects to use NAPA branded goods, they will be priced at the current NAPA jobber acquisition cost.<br><br>Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer for $100 with no markup.<br><br>Operating Expenses:<br>The monthly operating expenses of the store, or cost of services, are billed separately to the customer at actual cost. No operating expenses are built into the price of goods. Operating costs are determined and outlined in contract – agreed to by the Sourcewell |

customer.

NAPA Management Fee:
A monthly management fee is also billed to the customer at a not to exceed 10% of their total cost of goods purchases for that month. This allows NAPA to realize contractual ROI.

Options:
For customers who prefer, we can combine the operating costs and ROI management fee into one fee and calculate a balanced budget monthly total fee. Some customers have even asked us to combine the operating costs and management fee into an hourly total fee that can be billed across actual hours of service for our on-site operation. Each customer operates differently, has different hours of operation and different staffing level needs. We have flexibility within this option to fit the needs of the customer.

Customer Benefits:
No markups are shown on goods purchases, creating a less impactful goods line item on budgets. Separate billing for true monthly operating costs and easy to calculate NAPA management fee (See option 1 sample operating cost model in attachment within this section)

Pricing Option 2) Not-to-Exceed 10% Margin on Goods/Monthly Operating Costs

Customers have two options in this model: a consistent not to exceed 10% percent margin on goods or a pricing profile option as described below. *

Pricing Option 2a) Not-to-Exceed 10% Margin Model

Cost of Goods:
All goods are sold to customer at cost plus designated gross margin not to exceed 10% gross margin, defined as cost of good divided by .90 = selling price of good. This is a not-to exceed pricing structure.

Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer at $100 divided by 0.90 = $111. This is the formula to sell the product to the Sourcewell customer at 10% margin.

Operating Costs:
The operating expenses of the store, or cost of services, are billed to the agency separately to the customer at actual cost. Operating costs are determined and outlined in contract – agreed to by the Sourcewell customer.

NAPA ROI:
NAPA's ROI is built into the price of the good to arrive at a final net margin of no greater than 10% of total customer purchases.

Customer Benefits:
All NAPA ROI is built into the price of the good for simplicity of billing. All monthly operating expenses are billed at cost and no separate management fee is billed (See option 2a sample operating cost model in attachment within this section).

Pricing Option 2b) Not-to-Exceed Pricing Profile 9074/25% Margin Model

Cost of Goods:
NAPA-branded goods are sold to customer on our NAPA Sourcewell Government Pricing Profile 9074. NAPA branded goods are sold to the customer at a higher margin on our not-to-exceed list less pricing outlined in detail in the attachment within this section. Non-NAPA (sourced) goods are sold to customer at a not-to-exceed 25% gross margin, defined as cost of goods divided by 0.75 = selling price. This is a not-to exceed pricing structure.

Example: NAPA procures a Ford OE part at $100. NAPA IBS sells that part to Sourcewell customer at $100 divided by 0.75 = $133. This is the formula to sell the product to the Sourcewell customer at 25% margin.

| | | |
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| | | Operating Costs:<br>The operating expenses of the store, or cost of services, are paid entirely by NAPA and not charged to the customer as they are built into the price of the good.<br><br>NAPA ROI:<br>NAPA's ROI is contractually built into the price of the good to arrive at a final net margin of no greater than 10% of total customer purchases.<br><br>Customer Benefits:<br>All NAPA ROI and operating expenses are built into the price of the good for simplicity of billing. No separate management fee or operating expenses are billed. This is a popular option for customers that do not want a separate operating fee and wish to bill the cost of operating and NAPA's ROI out as part of the price of goods so they can share the expense across the departments proportionately by the departments that buy the most goods (See option 2b sample operating cost model in attachment within this section).<br><br>Acquisition Cost Definitions<br><br>Because all of our parts pricing is based directly on acquisition costs, the following is an explanation of how we arrive at our acquisition costs:<br><br>1. For Non-NAPA, or sourced, goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc. – the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part.<br><br>2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods.<br><br>In our attached documents, we have provided a sample agreement and sample monthly operating expense examples that demonstrate each pricing model proposed. Our customers appreciate the transparency in our operating cost models when they are not surprised with unknown mobilization costs, startup costs or incremental costs throughout the term of a contract. As a publicly traded company, our transparent operating statements are held to a high standard. When we engage with customers on contract options, customers are allowed to add specific terms and conditions to customize their contract and select the pricing option and business model that best fits their operation. |
| 50 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | NAPA IBS is a VMI service program so the products we issue are a function of the services we provide. One of the top priorities of the program and most impactful services we conduct is to facilitate and negotiate ways to reduce the acquisition cost of our products, which in turn represents the discount our customers receive. Competitors who offer specific discounts often do so with no mention of the original cost of the part, resulting in higher prices that appear to be a good deal. Because parts in the IBS model are priced based on acquisition cost, all discounts we negotiate with our vendors are automatically passed on to our customers and we don't have to incur markups on products that are sourced internally.<br><br>Here is how we arrive at our acquisition costs:<br><br>1. For Non-NAPA, or sourced, products (non-NAPA branded goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc., the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. NAPA IBS currently works with thousands of national brands and holds a national database of pricing for our customers as a comparison of the pricing offered by local, regional and national vendors to their project. |

2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods.

The way we arrive at discount rates differs depending on the pricing model a customer selects. The following is a general breakdown of the estimated discounts received in each model:

Pricing Option 1: No Markup Goods Pricing/Management Fee
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 40% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 84% off certain NAPA List pricing.
  - Note: This model realizes no gross margin at the point of sale and a management fee is collected in order to obtain part margin and the operational cost reimbursement

Pricing Option 2a: Not-to-Exceed 10% Margin Model
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 30% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 82% off certain NAPA List pricing.
  - Note: This model realizes 10% gross margin at the point of sale and a management fee is applied to obtain the operational cost reimbursement

Pricing Option 2b: Not-to-Exceed Pricing Profile 9074/25% Margin Model
- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 15% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 70% off certain NAPA List pricing.
  - Note: This model realizes approximately 25% gross margin, based on product mix, at the point of sale and a no management fee is collected in order to obtain part margin and the operational cost reimbursement

Each pricing option, regardless of the gross margin realized at the point of sale, results in very similar net results for the Sourcewell member and NAPA IBS. These options are provided to showcase NAPA's flexibility to work with a Sourcewell member inside of their control environment. The NAPA IBS program affords all Sourcewell members the opportunity to take advantage of NAPA's local, regional, national and global purchasing power. This includes negotiated discounts on certain goods. From time to time at a supplier's sole discretion additional discounts may also be offered outside of the typical discount off List price as well. NAPA IBS delivers all available discounts to Sourcewell members at the point of sale. It is important to note that discounts and the listed percentages are subject to change and or vary due to local regulations, supplier program changes and other events.

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| 51 | Describe any quantity or volume discounts or rebate programs that you offer. | Based on our cost-based model, we do not provide rebates as part of a volume program with our IBS customers. We are an aggressive advocate for cost reduction on parts for our vendor managed customers. Any negotiated discounts are included at the invoice level and realized at the point of sale. Parts are sold to our customers based on acquisition cost and the pricing model selected at contract. The true cost savings for the customer is encumbered in the total solution of NAPA IBS – cost savings come from buying parts and supplies at the "after discount" price net acquisition cost on parts, inventory reduction and/or acquisition, transaction cost reductions, and shop productivity. | * |
| 52 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | The NAPA IBS program offers a brand-agnostic approach to stocking parts rooms that gives each customer the choice of what combination of OE and aftermarket brands and product lines they want us to stock. Aftermarket parts have become a crucial savings vehicle for many Sourcewell members so our Sourcewell customers benefit because we are a direct supplier of these items that comprise a significant portion of their spend.<br><br>For products that are outside of our supply chain or that are simply preferred by fleet or facilities management, we have a large automotive and non-fleet vendor network that we can turn to. We regularly source PPE products, outside repair work and other non-traditional inventory requests for Sourcewell customers across the US and Canada and we don't add any additional markups for doing so. The pricing model that we have in place applies to any part we stock regardless of the source. With NAPA IBS, the goal is to build an inventory that fits the customer, not one based on our preferences or agenda. Furthermore, we provide transparent invoices from all suppliers so our customer can see acquisition costs and make smart purchasing decisions.<br><br>Due to our affiliation with NAPA, we do have the important ability to source a vast selection of parts from our internal supply chain, saving the customer significant dollars when they choose to go that direction. We work with 1,300+ outside vendors to source parts for our Sourcewell customers today, but the cost savings offered by supplying NAPA parts makes NAPA the number one stocked brand across our IBS parts rooms. Stocking NAPA parts offers a dramatically reduced acquisition cost versus what our competitors pay for the same parts. Vendors without this internal supply chain pay and pass on to the customer multiple markups on aftermarket parts.<br><br>Finally, our national footprint creates buying power with our suppliers that reduces overall acquisition costs, and therefore final pricing, but it also guarantees one more thing: The potential loss of a large customer in the IBS world would not have an impact on our ability to achieve the best pricing and service from our suppliers, adding stability to our service that not all competitors who rely on just a few large accounts can provide. | * |
| 53 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | The only additions to total cost outside of our acquisition costs may be special request projects like IT projects, special freight requests, customer equipment purchases, third-party involvement agreed to by the customer, or overtime charges that come up as part of our agreement. Those expenses are 100% verified and agreed to by a customer before they are ever billed or charged as part of our services.<br><br>We have seen several cases where competitors charge additional fees that raise the overall cost of services, but we do not charge any of the following through the NAPA IBS program:<br><br>• Standard mobilization or installation costs<br>• Internal freight<br>• Technology integration costs on solutions we already provide<br>• Markups on operating expenses<br><br>We provide transparent and accurate costs of our program up front and throughout our contracts. Our pricing model stays consistent throughout the contract and can be easily amended for the changing needs and scope changes from any Sourcewell members. | * |

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| 54 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | As part of our IBS services, the only freight or shipping costs come in the form of special order parts and supplies as requested by the customer.<br><br>For example, if we have a specific application part that is an emergency and the only supply for that particular part is from a vendor in another state we provide the customer with a freight approval for and will only ship upon approval from authorized Sourcewell IBS customer approver. Freight and shipping on special order items is billed to customer on the itemized operating statement on a monthly basis and is billed at cost with no markup. In addition, freight for these special order items is included on our invoice along with the part for auditing and tracking.<br><br>NAPA branded parts are primarily supplied from our closest NAPA Distribution Center at no freight charge to the customer. Our NAPA Distribution Centers are available for parts supply 7 days per week for our On-site NAPA IBS stores. Nightly freight deliveries to IBS locations are available on Monday-Friday with special pickups and deliveries on weekend.<br><br>We also handle a huge array of local, regional and national non-NAPA vendors. Our goal is to have a vast majority of stock on hand to avoid freight charges. We work with all vendors to deliver us parts at cost – with no separate delivery charges. | * |
| 55 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | We have no requirements or restrictions for Alaska, Hawaii or Canada within the services in our RFP response. NAPA IBS has brick and mortar warehouse locations and employees in Anchorage, Honolulu and throughout Canada, as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently do provide services outlined in this RFP.<br><br>NAPA also has export distribution centers on the West Coast (Sacramento) and East Coast (Miami) that already have international channels of distribution in place that can expand our services proposed in this agreement to the Caribbean, Central America, South America, and the South Pacific (including Guam).<br><br>Since we have brick and mortar store and warehouse operations in Alaska, Hawaii and Canada, they will have the exact same benefits as all other 48 states. Since they are part of the Genuine Parts Company family and NAPA network – NAPA branded products are delivered at the same cost as the mainland US. Freight and shipping for special order parts and parts not available through local and regional vendors would be vetted the same as in the 48 mainland states. Freight charges would be on an approval basis from customer on special order and national vendors.<br><br>Genuine Parts Company owns our own private feet company in Rayloc Merchandise Distribution Services (RMDS). RMDS provides transportation solutions for all of GPC's U.S. based companies. RMDS is often called upon to deliver weather related emergency relief supplies and provide solutions for any other special projects the GPC family orchestrates. RMDS is headquartered in Atlanta, GA and has cross-dock facilities in Atlanta, GA, Cedar Rapids, IA, Charlotte, NC, Hagerstown, MD, Indianapolis, IN and Memphis, TN. RMDS logistical services are available to Sourcewell Members and upon request we can get our logistics professionals to review opportunities and work towards value add solutions. Because we have our own distribution network, we are able to significantly lower the cost of freight for our Sourcewell member customers. | * |
| 56 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | NAPA IBS has several unique offerings within our contracts that provide solutions to our customers, including:<br><br>Brick-&-Mortar Infrastructure – We have an unparalleled existing infrastructure of distribution and current VMI solutions across the US and Canada. With more than 6,000 retail stores, 52 major distribution centers, 55,000 employees and 400+ current IBS VMI operations active today, our ability to provide these services quickly, effectively and on budget is unmatched.<br><br>Product Diversity – our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including: | |

- 465,000 SKUs of NAPA branded parts
- 4 Million SKUs of MRO, Industrial, Office and other products through Motion Industries
- Millions more through our network of 1,300+ external supplier partners

Off-site inventory services – Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution. In these cases, we are able to manage inventories remotely through our IBS HUB consignment program. Having consignment or off-site inventory loaded into our technology allows us to monitor what has been used, what needs replenishment and what to bill the customer for. Periodic manual counts will be conducted by NAPA IBS personnel to reconcile all unmanned satellite locations and consignment inventories. This offsite inventory management also applies to customer mobile units and service vehicles that carry emergency inventory that is not held at a specific brick-and-mortar location.

Hub and spoke services – In some cases we have customers that have multiple sites but do not require staffing at all locations. In these cases, we can model a hub and spoke inventory management system using people, technology, bar coding and standard operating procedures to accomplish the parts management goals of our customers. The unique nature of NAPA's brick and mortar operations – 52 master distribution centers and 6,000 retail outlets – gives us a unique footprint on the ability to source both NAPA and non-NAPA parts and supplies for our fleet customers…as well as deliver those products in an expedited manner leveraging our dedicated brick and mortar assets and logistics. This allows us to keep staffing costs in check and provide manned and unmanned services to fleets that are mobile or geographically broad in nature. The fact that we have so many brick and mortar sites and daily delivery to these sites…along with 400+ dedicated vendor managed inventory sites (NAPA IBS) allows us to give our government/education customers unparalleled service and availability. *

Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts.

Electronic vending machine/RFID solutions: We work with multiple suppliers of vending technology – including vending machines and RFID solutions to address specific non-manned solutions. In these cases, we build the standard operating procedures and cost/benefit analysis for customers to use this technology to decide if it is the proper fit.

MRO warehouse supply management – In addition to fleet supplies, many of our municipal customers ask us to use the same technology, staffing, and inventory tools we do in fleet-related operations. We have the capabilities and vendor relationships to add this as an added value service to our IBS operations. We currently hold Sourcewell contract #121218 for MRO inventory management.

Technology Solutions – With our dedicated IBS headquarters team we also have the ability to partner with the billing, finance, and management of fleet and government/education fleet operations to work on custom integration solutions for their fleet or enterprise procurement platforms – all meant to drive transactional efficiency and cost reduction in the day to day process of ordering parts and supplies.

Custom technician training solutions – We are dedicated to helping productivity in the shop through shop training – paced at the speed of the shop. Whether it is on-line, on-site or classroom study, NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge. www.NAPATraining.com

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| | | Warranty Tracking – Our IBS HUB system identifies, tracks and facilitates warranty, core and return processes to make them as automated and easy for the customer as possible. Over time, we can identify common product issues and work with suppliers to resolve them without the customer having to do any work.<br><br>Financial Investments – As a Fortune 200 organization, our parent company Genuine Parts Company has the unique ability to make financial investments in Sourcewell members to make sure they have the parts they need on the shelves. Other providers shy away from investing in proper inventory levels, resulting in longer wait times, expedited freight costs and low fill rates. | |

### Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
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| 57 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | | |

### Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
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| 58 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | NAPA IBS employs an in-depth, multitiered audit system that extends from self-audits to third-party corporate governance.<br><br>Self-audit process/program: NAPA IBS manages a similar process with audits on all 400+ IBS contracts nationally.<br><br>Corporate auditing and governance: As a publicly traded company, Genuine Parts Company is guided by Sarbanes-Oxley corporate governance and auditors as part of our public responsibility. Our business units in all company operations – including IBS - are audited on a regular basis.<br><br>IBS Corporate Auditing: Genuine Parts Company supplies each of our IBS locations with 3rd party inventory auditing through 3rd party contract inventory teams – per Sarbanes Oxley regulations. Each Sourcewell/NAPA IBS customer agreement will include monthly monitored electronic tracking of all customer purchases handled through our NAPA Headquarters in Atlanta, GA. The contracts will be subject to a quarterly compliance business review with involvement from the contract owner (GPC or independent dealer) and the customer and will be signed off and logged at NAPA Headquarters) for compliance.<br><br>NAPA Internal Audits: NAPA internal audits occur at a minimum twice a year before and after our interim write off period. Stores scoring less than 85% will get re-audited to ensure the non-compliance items are corrected. GPC Internal Audit and NAPA team members use the national “APG Store Loss Prevention Review” guidelines to randomly select and audit stores and to discuss results in detail with management and senior leadership. Due to the random nature of these audits we are unable identify the frequency. The regular NAPA audit is used to ensure a location is ready for GPC internal Audit.<br><br>NAPA external audit is conducted by EY and assisted by Moore Colson. These audits require quarterly, interim and annual support and are reviewed by GPC Sr. Leadership and used to sign off on the company financials and 10K documentation.<br><br>Parts Pricing and Operations Statements Compliance: Our HQ’s IBS operations department listed in this response produces and reviews month end contract compliance reporting to ensure each customer’s prices match their specific agreements and with any deviation reported to the operations for corrections. This team performs quarterly | * |

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| | | pricing reviews along with our local operations to ensure our customers receive contract pricing per our agreed Sourcewell contract. Our on-site point of sale system will be the system of record for all transactions – and we have dozens of daily, weekly and monthly reporting available to any IBS customer for contract compliance. In many of our IBS sites, we are very familiar with contract compliance and audit measures, so our team is seasoned to report and audit our operations. This transparency is reflected in our IBS Sourcewell contract agreement attached. As a rule, in many of our IBS contracts, we provide a specific market basket of products to our customer with specific margins and costs to ensure compliance – typically on a quarterly basis. Our customers may pick the parts from parts acquired in the contract and may ask us to do an analysis on our contract price vs. the price charged. We then produce specific reports and billing showing specific contract price to ensure compliance. The audit needs of our Sourcewell contract customers may differ so we write the information requirements specifically in our contract language. NAPA IBS lives in a transparent government and education fleet environment every day and takes price compliance very seriously.<br><br>One additional note: All IBS customer purchases are stored and protected in our GPC secured network daily. Purchases are held in two separate secure corporate servers/data warehouses and preserved for the term of the contract for internal and external audit purposes.<br><br>Sourcewell Marketing Requirements: In regard to marketing and advertising requirements, our VP of IBS will assign the designated IBS Marketing Coordinator to ensure the IBS website has the most current Sourcewell marketing materials posted and maintained monthly.<br><br>Reporting Compliance: Our IBS Operations Department will be notified of all new members and will ensure that the locations purchases are properly tracked to insure accurate quarterly reporting to the designated Sourcewell representative. Under our current contract, we have customized reporting on our Sourcewell contract for the co-op. We can deliver SKU-level data and overall program progress to Sourcewell on quarterly basis. | |
| 59 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | NAPA IBS proposes a 1% fixed percentage fee paid to Sourcewell based on monthly total net sales of the IBS to the Sourcewell contract customer – on all IBS contracts using the Sourcewell contract as vehicle. This fee would be payable to Sourcewell on a quarterly basis directly from NAPA headquarters – regardless if the Sourcewell IBS contract was through a company or independent location. NAPA HQ will handle the sales tracking, reporting, audits, and fee disbursement. The 1% fee will be paid by NAPA Headquarters directly to Sourcewell – none of these fees will have an economic impact on the actual end user IBS Sourcewell customer. These payments to Sourcewell will not reflect in the price of the parts or services paid by the IBS contract customer. | * |

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

| Line Item | Question | Response * | |
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| 60 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | NAPA Integrated Business Solutions (IBS) is a customized on-site (or off-site) vendor managed parts and supplies inventory management program offered by NAPA Auto Parts under the trademark name Integrated Business Solutions. Genuine Parts Company/NAPA has engaged in this specific service offering for more than 26 years.<br><br>In the simplest form NAPA IBS is a service for fleet customers in any government segment (State, DOT, City, County, Utility, etc.) or education segment (Higher Education and K-12) where the customer has a need to more effectively manage the parts, supplies and materials it takes to maintain their fleet vehicles. NAPA's on-site store program provides the following benefits:<br><br>• On-site, vendor managed, inventory consisting of commonly used items. These | |

items are purchased and held at NAPA's expense and are charged to the customer only when used for a given maintenance or repair.
- Dedicated staff providing on-site parts related services.
- Procuring, stocking, and issuing of automotive parts including both NAPA branded and non-branded items.
- Work order system integration to ensure parts and equipment are timely and accurately charged to vehicle maintenance and cost records.

These services greatly reduce the involvement of agency personnel in the acquisition and administration of parts enabling improved departmental focus on core functions and responsibilities.

Today, NAPA IBS operates over 400 on-site locations for multiple government and private fleet and warehousing operations in the US and over 20 sites in Canada.

Each IBS contract is unique because each fleet we service has different hours of operation, different vehicles, varying ages of vehicles, and unique staffing situations… no two fleets are the same. Each IBS location is customized for the government/education customers business. We start with a fresh scope of work and use industry best practices as benchmarks, then build a customized service and store structure around the government agency's needs (people, vendors, services, hours, space, and inventory).

NAPA IBS works with government administrations, procurement and fleet operations to develop a custom contract and scope of work. Once contract terms are agreed to, we mobilize staffing, inventory, standard operating procedures, billing processes and regular contract compliance reporting. When onsite, NAPA IBS manages any product our customers need us to handle (NAPA and Non-NAPA Automotive/Truck/GSE Parts, OE parts, office supplies, safety material, tires, bulk fluids, and more).

Under the Sourcewell agreement, the NAPA IBS store will be physically located within the customer's fleet shop or facility. NAPA will staff the location with full-time employees dedicated to that customer. NAPA will work with the customer's personnel to identify existing inventory with low utilization and will provide management with recommendations for disposition. NAPA will then procure commonly used items and supplies used by the agency, at its own cost, to stock the On-Site Store. NAPA's assigned resource will be responsible to procure all automotive and heavy truck related items, whether or not these are available through NAPA or through any other source. All items, whether issued through the On-Site Store, or procured by NAPA on the agency's behalf will be entered into the agency's work order management system.

Our current Sourcewell customers have experienced immediate benefits leveraging a cooperative contract to employ our onsite location service. Some key benefits include:

- Contracting Speed and Simplicity – Every government entity wants to be able to build contracts and solutions that meet their specific needs and working through Sourcewell and NAPA IBS they have been able to do that while avoiding a laborious and expensive RFP process. Especially in a year of pronounced operational difficulties and global crisis, solutions like this one have helped governments get the help they need more quickly and efficiently.

- Immediate Inventory Reduction – NAPA IBS owns the parts supply and inventory. In many cases, we buy the existing non-obsolete parts the customer stocked prior to IBS, relieving them of the inventory investment. Then we add additional inventory on NAPA's investment to support the fleet and improve fill rates. NAPA IBS stores sell our contract customers parts and supplies as they need them – on-demand… dramatically reducing the expensive world of owning and managing inventory. The customer only pays for the part when they use it.

- Staffing – NAPA IBS provides the staff to run the parts operation during the hours the customer needs us. This staff is 100% dedicated to their contract customer and will also be available to cover the parts operation after hours and in emergency situations if needed).

- Transaction Cost Reduction – NAPA IBS works with fleet departments and procurement departments to reduce the number of transactions by reducing paperwork and reducing the vast number of vendors usually servicing a fleet. We source from all vendors NAPA and non-NAPA and provide our customers with one bill at the end of the month. By consolidating the monthly parts bill into one statement, our customers experience a big transactional cost savings reduction by paying one bill versus hundreds.

- Technology Advances - NAPA IBS also works to reduce transactional time and cost by integrating our exclusive IBS HUB point of sale system with existing fleet and warehousing software systems. By integrating with a fleets existing software platform,

we help them leverage a major investment they have made in their fleet software and fully utilize the billing, reconciliation, work orders, and reporting available in their software. Most importantly, it ensures that all parts and supplies used in the shop get billed to a proper work order – allowing our customers the auditability of what they do in their fleet operations. NAPA seamlessly integrates with dozens of the most popular systems on the market (including Assetworks – Fleet Focus, FA, M5, Faster, RTA, Dossier, Chevin).

• Shop Productivity Improvement -- NAPA IBS on-site store handles the day-to-day productivity killers (parts management, paperwork, cores, defects, warranties, new part returns). A very important part of our service is providing regular reporting of on-demand fill rates. Between inventory management, customized min-max services and our nationwide vendor network, NAPA IBS builds a transparent, auditable inventory plan with our customers that builds in specific KPI's and benchmarks for on-time parts delivery to the technicians. Our goal with this is to eliminate the expensive downtime in a shop spent waiting for parts delivery in the traditional parts procurement system. Our goal is to help the government/educational customer by keeping technicians turning wrenches through having the proper inventory on hand and taking the ball on parts pickup and service to ensure the shop gets their parts on time – by dealing with hundreds of vendors.

Within the scope of these services, we are able to source, manage and provide a vast array of product categories from our internal and external supply chains to be a single-source supplier for Sourcewell customers. Some of the products we regularly supply include:

- OE & Aftermarket Automotive Parts
- Light, Medium & Heavy Duty Truck Parts
- Off-Road & Construction Equipment
- Marine Parts & Equipment
- Transit-Specific Parts
- Agriculture Parts
- Tires
- Fluids & Chemicals
- Shop Supplies
- MRO Products
- Chains
- Tools & Equipment
- Lifts & Jacks
- Vehicles
- Hydraulics
- Janitorial Supplies
- Office Products
- Paint
- and more…

We offer such a breadth of sourced and internal NAPA goods to provide our government customers a perfect mix of OE and aftermarket options. Our role is to provide fleets with options that allow them to select the products they want that meet their quality, warranty, price and availability criteria, regardless of brand. The choice is theirs.

While we work with more than 4,000 manufacturers and distributors, we have included a sample line card of the top sourced suppliers as well as NAPA-branded light, medium and heavy duty products in the supplemental uploads section.

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| 61 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Potential list of subcategory services/solutions NAPA IBS can provide under the services outlined in this RFP:<br><br>• Vendor managed fleet parts management services – aftermarket, OE parts, tires, related supplies, paint, tools and equipment<br>• Vendor managed facilities Maintenance, Repair, and Operating (MRO) warehouse management services - including building materials, industrial materials, school supplies, office supplies<br>• Repair and diagnostic tools and equipment for fleet operations<br>• MRO replacement supplies for facilities, schools, non-profits, housing authorities, transit agencies<br>• IT services for fleet and MRO facilities – including warehouse enterprise software integration, consulting, fleet software integration, data management<br>• Parts and MRO supplies using vending machine solutions –based on customer need<br>• Off-site inventory vendor managed services – manned and unmanned<br>• Parts and warehouse staffing services<br>• Inventory management analysis<br>• Exclusive online parts ordering via NAPA ProLink, customized punchouts or software integrations<br>• Fleet metrics reporting<br>• Public Works/Water Management Supplies<br>• Building & Construction Supplies & Materials<br>• Supply Chain Services | * |

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Fleet Related * | Facility Related * | Comments |
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| 62 | Vendor Managed Inventory solutions | (•) Yes<br>( ) No | (•) Yes<br>( ) No | Other than what has been presented – we feel that the biggest added value we bring to this solicitation is our network of suppliers, customers, contracts and people. Today, we staff over 400 IBS fleet operations with well over 1,100 dedicated vendor managed on-site staff in our US operations. Our track record of driving cost out of fleet-related and warehousing operations stems through four main avenues: inventory management, staffing, transaction cost reduction and shop productivity. We are unique in that we have over 400 unique sites in the US where today NAPA IBS owns and maintains over $175 million in parts inventory for hundreds of thousands of fleet vehicles.<br><br>NAPA IBS specializes in Vendor Managed Inventory services (VMI).<br><br>Customized Inventory Management Services<br><br>• Complete inventory analysis of parts, supplies, tires, chemicals, fluids and much more<br>• Obsolete inventory reduction planning and dispersal services |

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| | | | | • State-of-the-art barcoding of all inventory regardless of vendor<br>• Electronic min/max establishment and regular review to ensure specific fill rates<br><br>Transaction Cost Reduction<br><br>• NAPA IBS deals with hundreds of vendors and the customer only receives one monthly statement for parts<br>• IBS can assist with reduction of paperwork through monthly invoice reconciliation services<br>• The goal: Delivering streamlined paperwork and reduction of effort for accounting/billing<br><br>Technician Training – NAPA IBS Exclusive<br><br>• NAPA exclusive: Online technician skills assessment<br>• NAPA Training exclusive: Over 200 online tech training modules<br>• NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes<br>• ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification<br><br>Fleet Software Integration – NAPA IBS Exclusive<br><br>• Seamless integration of customer's fleet management system with our IBS HUB inventory management system<br>• This is full-scale integration, not just a data dump<br>• Our staff insures all requested and billed parts are on work orders<br>• Full-time national IT support for IBS operations – including customized IT solutions<br><br>Contract Compliance Reporting – NAPA US IBS Exclusive<br><br>• Customer Summary Report – daily overview of parts operation efficiency.<br>• Daily Status Report – work orders fulfilled, unfulfilled and pending.<br>• Parts on Order/Unit Status Report – gives fleet manager view of all pending parts on order relative to specific pieces of equipment, including ETAs. | * |

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| | | | | • Daily Transaction Report – detailed data of each part requests including ordering technician, unit number, work order number, part description, quantity ordered/billed and more.<br>• Vehicle Out of Service Report – shows number and percentage of fleet units current down waiting for parts.<br>• Fill Rate Report – SKU-specific actual fill rates per contract KPIs.<br>• Cost Comparison Detail Report – SKU-level daily report showing last paid cost versus previous cost.<br><br>We are best-in-class on the training of our people and our customers and pride ourselves in transparency and driving results for fleet and maintenance repair operations. |
| 63 | Logistics Management Solutions | ◉ Yes<br>○ No | ◉ Yes<br>○ No | In addition to our core function of sourcing and managing Sourcewell customer inventory, we provide a long list of logistics services that make their overall fleet operations run more effectively. What this does is creates a menu of service options for each customer that allows them to customize exactly what we do for them so we know their needs are met. The following are several examples, but not an all-encompassing list, of store and warehouse logistics we manage in the IBS program:<br><br>• IBS HUB – our proprietary inventory and order management system controls all aspects of analyzing inventory status, placing and tracking orders and deliveries, managing pricing and more so the parts operation is predictable for the customer and runs efficiently.<br><br>• Barcoding – NAPA IBS barcodes and location codes every item in the parts room, whether NAPA product or sourced product, so we can tell the customer exactly what is on the shelf, where it is, and can get it to them quickly when needed.<br><br>• Cores/Warranty/Returns Tracking – We track all core and warranty eligible items in IBS HUB as soon as they are issued to the customer. This way, when a |

product is returned to the parts room, we can identify what the appropriate way to process it is. We also handle all claims with the manufacturers/suppliers for the customer.

- Delivery Tracking – IBS HUB provides reporting that shows all orders that have been placed, when they are scheduled to arrive, and what units and work orders are waiting on these parts. This helps the customer know when their units will be back in service and eliminates time spent trying to track down orders.

- Off-Site Inventory Management – NAPA IBS can manage remote and/or consignment inventories. Unmanned location inventory is managed, replenished and billed through our IBS HUB system. The technology reduces the required headcount to run a customer's parts operation, saving them dollars.

- JOEI/NAPA Express – These proprietary sourcing systems allow our IBS store personnel access to our nationwide distribution network to find the parts they need easily. We are also tied into our outside suppliers' inventories so NAPA and non-NAPA parts can be acquired in the best way possible every time. *

- Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts.

- Vending Solutions – when requested by a customer, we have the ability to implement vending machine solutions that give them access to parts after hours or at unstaffed locations.

- JDE & MIO – NAPA

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| | | | | IBS employs digital warehousing solutions, when beneficial to a fleet operation, through JD Edwards and Manhattan IO platforms.<br><br>• Shuttle System – NAPA IBS uses innovative shuttle systems to streamline parts supply to our customers by utilizing routes that strategically connect our distribution centers, retail stores and IBS shops.<br><br>• NAPA AutoCare Centers - NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work. | |

**Table 15: Industry Specific Questions**

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

| Line Item | Question | Response * | |
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| 64 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | The following items are specific, trackable metrics that, if awarded this contract, we will use to measure our success in growing our Sourcewell footprint through the IBS program:<br><br>1. Contract Renewals: The ability to renew our existing 50+ Sourcewell IBS contracts through the term of the new contract means customers are happy with the program and partnership we have built and guarantees future revenue for NAPA and Sourcewell.<br><br>2. Existing IBS Contract Conversion: We make a concerted effort to promote the Sourcewell contract to our existing standalone customers as a way to continue their service with us without having to issue an RFP. Converting non-cooperative contracts to Sourcewell is a great way to grow our success.<br><br>3. New Sourcewell Contracts: Acquiring new government fleet customers through the implementation of the Sourcewell IBS contract is the most impactful way to grow NAPA's and Sourcewell's business simultaneously.<br><br>4. Customer Satisfaction Surveys: Every quarter, our local management teams meet with every IBS customer to discuss key wins, opportunities for improvement, and the state of the relationships. Following each of these reviews, the customer submits a satisfaction score that is tracked by NAPA Headquarters. The scores our Sourcewell customers give us are a strong indicator of our ability to deliver on the promise of what we offer. | * |
| 65 | Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating Entity utilizing your services. | As part of taking over the stockroom NAPA IBS understands the desire of Sourcewell members for NAPA to purchase the existing inventory that is currently on hand at the Sourcewell members location. NAPA's financial requirements can allow, upon review and approval, for NAPA to purchase inventory from a Sourcewell member that is in new, sellable condition, fits the current fleet and has verified issuance history in the most recent 12-month period immediately before the purchase. In addition to the sales justification inventory purchase standard NAPA is also required to complete a full wall to wall inventory to validate the purchase.<br><br>Another option, if preferred by the customer, is for NAPA to manage existing parts room inventory for Sourcewell members utilizing NAPA's inventory management systems and issuing the inventory at $0.00 to Sourcewell members until the inventory is depleted and replaced with NAPA owned and managed inventory.<br><br>At the conclusion of a contract - defined as termination, expiration, or non-renewal of the contract -NAPA shall require the Sourcewell member to purchase all non-NAPA branded inventory owned by NAPA and located in the on-site store(s) at NAPA's most recent acquisition cost. Additionally, the Sourcewell member 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 jobber net acquisition cost. This will help any Sourcewell member in their transition period if they choose to separate from NAPA. | * |
| 66 | Describe how inventory owned by a Participating Entity is managed. | As mentioned in Question #65, NAPA has the ability to enter customer-owned inventory into our inventory management system and manage it for them. When requested by a technician, we can then issue the parts to them at a cost of $0.00. This allows the customer to still realize the benefits of our inventory management best practices, technology and reporting, without having to conduct a financial transaction on either end of the process.<br><br>In this system, their inventory would gradually be depleted as requested and would generally be replenished as NAPA IBS-owned inventory after that. Customers often ask us to show them regular status updates on their inventory position and depletion and managing it this way allows us to easily provide them with that information. Certain items, however, such as rare-use parts, critical spares or customer rebuilds, may be replenished and billed to the customer upon receipt but still managed by NAPA in the same way as described above. | * |
| 67 | Describe your ability to integrate fleet software into your inventory management program. | NAPA IBS offers exclusive fleet software integration capabilities for on-site and off-site vendor managed services. We also offer more in-depth integration capabilities within our IBS operations where customers may wish to have their current fleet software system integrate with our NAPA IBS point of sale system. This allows electronic transfer of work order parts orders, consolidated billing, data transfer, reporting, and down vehicle reporting to be integrated within our electronic point of sale system, improving shop productivity and ensuring all parts get placed on work orders and are billed correctly. Some of these integrations also allow for invoice reconciliation to happen electronically, dramatically improving productivity time for fleet and accounting departments.<br><br>NAPA IBS is the only vendor submitting a response to this RFP with the full capability to provide these types of integrations. Others claim to integrate technologies but only offer a mass data dump at the end of each day. What we offer Sourcewell members means real-time data and reporting available to them on demand, a true view of where their shop or facility stands at any moment, and a | |

customizable experience for their users that ensures their operational needs are met.

Successful examples of NAPA IBS integrations to third-party fleet and facilities software systems include Assetworks FA and M5, Faster, RTA, Dossier, Chevin, and many more.

In Gwinnett County, Ga., an IBS customer for more than 10 years that adopted the Sourcewell IBS contract in 2020, their fleet management division utilizes AssetWorks software as the driver behind its entire fleet operation. NAPA worked with the County to build a custom integration between our IBS HUB system and their AssetWorks interface to create a more efficient way of doing this and the results were immediate. The County has reduced approximately eight to 10 man hours per day by reducing redundant parts keying and work order reconciliation, saving them valuable time and real dollars. Previously, a daily reconciliation report took four or more hours to compile and review, but today it has been automated and can be audited in under five minutes.

NAPA IBS also has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.

Developing and managing this important technology requires time, financial investment and considerable manpower, so NAPA has invested heavily in a dedicated IT team that can support our operations and our customers throughout the life of our contract:

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| Donna Wright Walsh | Director, IT & Integrations |
| Jim Welch | Sr. Business Analyst |
| Kevin Osborn | Sr. Analyst |
| Tom Simcox | Product Specialist |
| Rob Thierry | Product Specialist |
| Richard Gomez | Product Specialist |
| Nick Giometti | Developer |
| Demetrios Papacharalampos | Developer |
| Nandini Chavan | Developer |
| Nivedhetha Seshadri | Developer |

This team is responsible for supporting our customers in the following areas and more:

- Leading and managing end-to-end integrations for NAPA IBS customers.
- Integrating eCommerce platforms such as Ariba, Coupa, Jaeggar, AConnex, WHI, etc.
- Implementing many eCommerce formats such as:
  - cXml
  - EDI ANS x.12
  - .csv
  - .pdf
  - email
- Implementing a multitude of eCommerce transactions such as:
  - Electronic Orders from customer to NAPA
  - Electronic Acknowledgements to Customers
  - Electronic Invoices to Customers
  - Electronic Payment/Remittance from customer to NAPA
- Integrating Fleet Management Software platforms with NAPA's IBS HUB for IBS customers.

In addition to direct integrations, we also offer unique specialized technology and internet tools that are built into the IBS system, including:

PULSE – Market Inventory Classification System – This tool is used by NAPA to list most vehicles in a fleet and find/stock all applicable replacement parts. This tool will aid NAPA in maintaining the right mix of inventory for our customers.

ProLink Connectivity – NAPA van provide any PC located in our customers facility access to NAPA ProLink. This is an internet-based tool to check inventory levels, costs, etc. on parts stocked in the Full-Service Shop and Self- Service Shop (www.napaprolink.com).

FleetCross – Medium/Heavy Duty OE/Aftermarket E- Catalogs – NAPA can provide our customers facility with access to FleetCross on the web (www.fleetcross.com). NAPA will utilize its contract with FleetCross to provide IBS stores customized parts and service referencing systems for many OE vehicles, equipment, and parts.

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| 68 | Describe your reporting and data analysis capabilities and the frequency with which it is provided. | NAPA IBS delivers on-demand, daily, weekly, monthly, quarterly and annual reporting across many metrics for our customers. With the vast amount of data we have nationwide, we also have the capability to deliver ad hoc category-specific reporting. With the diverse array of fleets we handle in our 400+ IBS sites, we have unparalleled access to specific data that can be used to improve cost and efficiency within a government agency. We accomplish this through our exclusive IBS HUB system, which networks all of our company-owned sites nationwide.<br><br>IBS HUB also allows real-time KPI tracking on certain contract performance metrics with IBS fleet operations: parts fill rates, daily service metrics, inventory special order tracking, down vehicle reporting, inventory readiness, and parts cost comparison reporting. This is exclusive to NAPA IBS company operations and our customers have found it an invaluable technology tool for contract tracking, metric reporting and cost savings tracking. Independent IBS operations have access to a Microsoft Access based program that delivers similar fleet metrics.<br><br>A sample of the IBS HUB reporting available is included in our supplemental document upload for Warranty & Performance Standards Table: Question #42. * |
| 69 | Describe any emergency response services and support included in your proposal. | In the event that a disaster or emergency strikes a Sourcewell customer location, our local management teams are prepared to meet the challenges associated with this type of situation and have lived through them with your members over the history of the IBS program. The following are a few examples of real emergency situations we have handled recently:<br><br>Hurricane Laura – Louisiana<br>• Category 4 storm in August 2020 that destroyed all local merchant channels, including area NAPA stores, across a large geography.<br>• Large utility fleet and IBS customer designated as first responder and tasked with restoring the local electric utility infrastructure after the storm.<br>• Parts/equipment support needed for thousands of dispatched employees.<br>• NAPA provided personnel support within 24 hours, sourced from our surrounding distribution centers and stores that were still operational.<br>• Within 48 hours, NAPA had implemented tractor trailers as mobile parts and supplies vehicles that provided on-site support throughout the impacted area.<br>• NAPA remained involved on-site with our IBS customer to support their efforts until the restoration of the local infrastructure was completed.<br><br>COVID-19 Pandemic – Atlanta, GA<br>• Global pandemic arising in the US in Spring 2020 and continuing today.<br>• Several IBS customers in the area are government fleets and Sourcewell users designated as first responders and needing emergency backup staffing and parts support while maintaining operational safety.<br>• Fleet and safety/PPE products were sourced and available for use by all first responders and all on-site personnel safety measures were strictly followed.<br>• K-12 school district customers were shut down completely, leaving staff at potential risk of unemployment. NAPA IBS redistributed their talent to working operations in our retail and IBS network and provided consulting for fleets on how to retain their staff in other functions.<br><br>COVID-19 Pandemic – Ventura, CA<br>• PPE supplies unavailable throughout the state during initial spread in March 2020.<br>• NAPA IBS sourced supplies from outside sources for the City of Ventura, a Sourcewell member customer, including 110 gallons of hand sanitizer and disinfectant.<br>• At the City, 95 percent of all parts requests are supplied within 24 hours of request, and 85 percent are issued on demand.<br><br>In all emergency cases, it is our job to provide backup or increased staffing, after-hours support and on-demand distribution for governments across the US and Canada. Early on in the COVID-19 pandemic NAPA was identified as an essential business in support of first responders and emergency operations and it has been our brick-and-mortar distribution infrastructure that has allowed us to serve them as well as we have.<br><br>When an emergency hits, we stock up on the products that we know our customers will need, whether tires, snow removal equipment, light bulbs, PPE supplies or anything else, so they won't run out when it matters most. Also, because of our national footprint and distribution foundation, we can promise that no individual emergency will take away our ability to support Sourcewell members. We always have the capability to source from somewhere else if any particular location is affected. *<br><br>While we will always respect and defer to the customer's emergency policies, GPC has a detailed Emergency Plan in place that establishes procedures to mitigate the effects of a disaster in an effective and efficient manner. Our staff is fully trained and have experience serving our customers, managing media and training others in the |

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| | | following cases and more:<br><br>• Flooding<br>• Hurricanes<br>• Fires<br>• HAZMATs<br>• Power Outages<br>• Snow/Ice<br>• Tornado<br>• Pandemic Outbreak<br><br>Upon opening a new IBS location, our management team will work with our customers to define the critical processes and the minimum staffing levels required to maintain the business operation for a period of weeks following a disaster situation. We will ensure our initiatives are in line with current customer procedures and that they will protect both our and the customer's employees and facilities.<br>In the case of an after-hours emergency that requires additional parts service at an IBS location, we have flexible options for how to manage the situation to accommodate the customer's needs in the best way possible. Some options that we have found to be efficient and successful are below, but we will work with the customer to arrange a plan that fits their protocol and desires.<br><br>• For large enough government operations, our IBS Site Managers, Area Managers and Project Managers will be available "on call" to assist on-site in an emergency situation where parts service is required. In this situation, all transactions would be approached as normal.<br><br>• In some cases, we will arrange for a parts allotment to be available to customer staff outside of our parts room operating hours based on proven models in other IBS locations. The IBS Manager will then reconcile the inventory each morning.<br><br>In any case, it is important to know that our team will be fully trained in our procedures and the customer's and that IBS will always be there to support their fleet in any situation. Additionally, all of our distribution centers and stores stock up on emergency equipment and supplies from NAPA, our other subsidiaries and outside vendors, during high risk periods to make sure we have the customer's needs covered.<br><br>In addition to the physical needs of a shop during emergency situations, we also have data security practices in place to protect our information and our customers' in the case of instances where data could be affected. We have existing Sourcewell IBS customers who have gone through hurricanes, power outages and more and our data has always been secured and maintained through our backup servers located in Atlanta and Dallas. | |
| 70 | Describe any training, consultative, and administrative or technical support services that you offer related to your Vendor Managed Inventory or Logistics Management services. | We are dedicated to helping productivity in the shop through shop training, IT support and other consulting efforts. NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge of operating their fleets.<br><br>Technician Training - NAPA IBS Exclusive<br><br>• NAPA exclusive: Online technician skills assessment<br>• NAPA Training exclusive: Over 200 online tech training modules<br>• NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes<br>• ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification<br><br>Technology & Innovation Support<br><br>• Dedicated NAPA IBS Integrations Team<br>• Local Operational Success Managers<br>• Shop technology consulting<br>• Fast support on all technology issues<br><br>Stockroom Optimization & Construction<br><br>• Stockroom schematics and layout consulting<br>• Shelving and storage provisions<br>• Construction project facilitation<br>• Location expansions and consolidations | * |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

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

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

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

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

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

- Financial Strength and Stability - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday October 28, 2020 09:31:24
- Marketing Plan/Samples - Marketing Plan Questions #32 & #33 - IBS Website, Print Materials, Digital Promo Samples.pdf - Wednesday October 28, 2020 10:31:26
- WMBE/MBE/SBE or Related Certificates - Value-Added Attributes Questions #36 & #39- Training Course Lists, Corporate Sustainability.pdf - Wednesday October 28, 2020 11:19:58
- Warranty Information - Question #42 & #68 - IBS HUB Reporting.pdf - Wednesday October 28, 2020 10:55:25
- Pricing - Question #49 - Sourcewell Member Contract, Sample Operating Statements, 9074 Pricing Profile.pdf - Wednesday November 04, 2020 09:52:16
- Additional Document - Additional Upload - Questions #21, #26, & #60 - Reference Letters, Business Review Sample, Product Line Cards.pdf - Wednesday October 28, 2020 14:52:00

**Proposer's Affidavit**

## PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President, NAPA Fleet & IBS, Genuine Parts Company / NAPA Integrated Business Solutions

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

○ **Yes** ◉ **No**

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum 6_VMI_Logistics_MGMT_RFP_110520**<br>Tue October 27 2020 03:58 PM | ☑ | 1 |
| **Addendum 5_VMI_Logistics_MGMT_RFP_110520**<br>Wed October 21 2020 02:03 PM | ☑ | 1 |
| **Addendum 4_VMI_Logistics_MGMT_RFP_110520**<br>Mon October 19 2020 01:11 PM | ☑ | 2 |
| **Addendum 3_VMI_Logistics_MGMT_RFP_110520**<br>Thu October 8 2020 01:01 PM | ☑ | 1 |
| **Addendum 2_VMI_Logistics_MGMT_RFP_110520**<br>Mon September 28 2020 03:21 PM | ☑ | 2 |
| **Addendum 1_VMI_Logistics_MGMT_RFP_110520**<br>Thu September 24 2020 10:16 AM | ☑ | 3 |

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-662

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-662 | **Type:** | Contract | **Status:** | Consent Agenda |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 09/28/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Approve and authorize the City Manager to issue a Purchase Order for meter reading software related expenditures within the FY-2022 budget and issue a Purchase Order for meter reading device related expenditures in the FY-2023 budget, pending approval, both to Sunstate Meter and Supply Inc., utilizing the Master Agreement for Water Meter and Meter Reading Equipment Purchases Contract.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | 09_14_2021 Master Agmt for Water Meter & Meter Reading Equipment Purchases.pdf, 09_14_2021 1st Amendment to Master Agmt for Water Meter & Meter Reading Equipment purchases.pdf, Cocoa - Ranger Support Letter 3-26-21.pdf, Cocoa - Neptune 360 Quote 8-31-2021.pdf, Cocoa - Sunstate Proposal 68732 MRX920v4 Mobile Data Collector 8-31-21.pdf, Cocoa - Sunstate Proposal 79605 (16) Belt Clip Transceivers 2022-23 Budget Quote 9-10-21.pdf, CITY_OF_COCOA-75944.pdf, Neptune 360 Import and Export File Layout.pdf, Belt Clip Transceiver 2019 Product Sheet.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | jdovale@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES**

**THIS AGREEMENT** is made and entered into this **8th** day of **October 2020**, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **SUNSTATE METER & SUPPLY, INC.**, a Florida corporation, whose address is 14001 W Newberry Road, Newberry, FL 32669, hereinafter referred to as "Seller".

**WITNESSETH:**

**WHEREAS,** the City desires to engage Seller as a sole-source supplier of utility meters and meter reading equipment with associated software; and

**WHEREAS,** the City frequently has a need to purchase utility meters and meter reading equipment for its regional water utility, the specifications of which are attached hereto and incorporated by reference herein as **Exhibit A** (generally referred to herein as the "Equipment"), and desires to enter into this Master Agreement ("Agreement") to govern purchases, which will be made on an as-needed basis according to the procedure established herein; and

**WHEREAS,** Seller has provided a Cost Schedule, attached hereto and incorporated by reference herein as **Exhibit B**, for the Equipment; and

**WHEREAS,** Seller has further furnished manufacturer's warranty details for the Equipment, which are attached hereto and incorporated by reference herein as **Exhibit C** (generally referred to herein as the "Warranty" or "Warranties"); and

**WHEREAS,** Seller is willing to provide such services to the City under the terms and conditions stated herein and particularly agrees to honor the Equipment pricing provided in the Cost Schedule for the applicable term of this Agreement;

**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, TERMINATION, AND DEFINITIONS

**1.1** Unless sooner terminated by the City, this Agreement shall terminate on August 16, 2021. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to three additional one-year renewals. Such an extension shall only be by written amendment to this Agreement. Seller agrees that, should the Seller and City agree to extend this Agreement, the contract price may be adjusted to allow for consumer price increases based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) (U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base), not

to exceed three percent (3%). Said increase shall, if approved by the City, become effective beginning with any purchase order issued after the commencement of the new renewal term.

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

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

**a.** "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Seller to sell the goods approved in the Purchase Order to the City and is also sometimes referred to herein to include all Purchase 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.** "Seller" shall mean Sunstate Meter & Supply, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

**d.** "Purchase Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in the Purchase Order, which sets forth the goods or equipment to be sold by Seller 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 Seller and Seller agrees to sell the types of equipment outlined in this Agreement, specifically Exhibit A (the "Equipment"), upon the terms listed in this Agreement, including the Cost Schedule attached hereto as Exhibit B and with the warranties described in Exhibit C, and in accordance with any subsequent Purchase Order. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

**1.5** This Agreement may be terminated by the City in whole or in part at any time upon thirty (30) days' written notice to the Seller for any reason. This Agreement may be terminated by the Seller only by mutual consent of the parties.

## 2.0 DESCRIPTION OF SERVICES; QUOTE PROCEDURE

**2.1** The City may make request of Seller to sell Equipment on a "purchase order" basis. When the City desires to place a specific order for Equipment, the City may communicate with Seller, verbally or in writing, a general description of the Equipment needed. The Seller will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Seller shall include a price for the Equipment that is no greater than the price included in its Cost Schedule included as Exhibit B. The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to made the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, the Seller shall deliver the Equipment ordered therein.

**2.2** The City shall have no obligation to purchase Equipment from Seller during the term of this Agreement. The need to purchase Equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular quantity of Equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

**2.3** In exchange for applying the prices contained in the Cost Schedule, the City will consider Seller a preferred vendor and may often request Quotes from Seller for the categories of equipment listed in the Cost Schedule.

## 3.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SELLER.

**3.1 Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

**3.2 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 Seller shall remain liable to the City in accordance with applicable law for all damages to the City caused by Seller's performance under this Agreement.

**3.3 Acceptance of Payment.** Acceptance of final payment by the Seller for a specific Purchase Order shall constitute a release of all claims for payment which the Seller may have against the City for that Purchase Order unless such claims are specifically reserved in writing and

transmitted to the City by the Seller prior to its acceptance. Said final payment shall not,

however, be a bar to any claims that the City may have against the Seller or to any remedies the City may pursue with respect to such claims.

## 4.0 COMPLIANCE WITH LAWS AND REGULATIONS

**4.1** Seller shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

## 5.0 ASSIGNMENT

**5.1** Seller shall not assign or subcontract this Agreement, any Purchase Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

**5.3** If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Seller who shall take immediate steps to remedy the situation.

## 6.0 INDEPENDENT CONTRACTOR

**6.1** At all times during the term of this Agreement, Seller shall be considered an independent contractor and not an employee of the City.

## 7.0 NO JOINT VENTURE

**7.1** 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.

## 8.0 ATTORNEY'S FEES

**8.1** Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

## 9.0 COUNTERPARTS

**9.1** 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.

## 10.0 DRAFTING

**10.1** City and Seller 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.

## 11.0 NOTICE

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

For Seller:
Sunstate Meter and Supply Inc
14001 West Newberry Road
Newberry, FL 32669

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For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

**11.3** 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.

## 12.0 SOVEREIGN IMMUNITY

**12.1** 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. Seller 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.

## 13.0 CORPORATE REPRESENTATIONS BY SELLER

**13.1** Seller hereby represents and warrants to the City that the undersigned representative of Seller has the power, authority, and legal right to execute and deliver this Agreement on behalf of Seller.

## 14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**14.1** For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller'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 Seller to the City's complete satisfaction, and in no case shall exceed the amount provided in article 12.1 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.

**14.2** Seller shall fully indemnify, defend and hold City harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that City incurs because of any and all

claims that use of Equipment infringes upon (i) any United States copyright or (ii) any trade

secret or other proprietary right of any Person (collectively, "**IP Rights**"). Seller shall have no

obligation under this Section 14.2 unless City promptly gives notice to Seller within ten (10) days after the date City first receives notice of the applicable infringement claim (provided that later notice shall relieve Seller of its liability and obligations under this Section 14.2 only to the extent that Seller is prejudiced by such later notice) and allows Seller to have sole and reasonable control of the defense or settlement of the claim. City may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Equipment is, or in Seller's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Seller, at its sole option and expense, shall provide the City, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Equipment so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for City the right to continue using the allegedly infringing part of the Equipment; or

(c) remove all or the allegedly infringing part of the Equipment, and (i) if City has paid a one-time upfront initial fee for the applicable Equipment, refund to City the corresponding portion of the fee paid by City to Seller for the applicable part of the Equipment, or (ii) if City is paying for the use of the Equipment on a recurring basis, refund to City the corresponding portion of the unused recurring fee(s) paid by City to Seller with respect to the applicable part of the Equipment, and in each such case this Agreement shall terminate with respect to the Equipment or part thereof removed.

**14.3** General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Seller shall indemnify and hold harmless the City from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of Seller, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the City is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Seller against the City, and Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Seller 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 mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

## 15.0 ADDITIONAL ASSURANCES

**15.1** The Seller for itself and its SubSellers, if any, certifies that:

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

**b.** No principal (which includes officers, directors, or executive) or individual holding a performing 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.

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

## 16.0 WARRANTIES

**16.1** Seller hereby assigns to the City, effective as of the delivery date of each and every respective piece of Equipment, including third-party software, any and all existing assignable warranties, service policies, indemnities, and patent indemnities or other rights, remedies or claims against the manufacturer of the Equipment, specifically including, but not limited to, the warranties, systems compatibility representations, and performance standards contained in the Equipment specifications of Exhibit A and the warranty sheets attached hereto as Exhibit C. The Seller will, upon request by the City and at Seller's sole expense, cooperate with the City in the enforcement of any benefit provided in any such warranties, service policies, indemnities, and patent indemnities. To the extent that such rights are not assignable, the City is hereby subrogated to all such rights of Seller.

**16.2** Seller warrants to the City that Seller has the right to grant the City the right to use all third-party software and that Seller is an authorized distributor of the Equipment.

## 17.0 THIRD-PARTY SOFTWARE

**17.1** All third-party software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure all new releases and fixes for third-party software shall be promptly provided to the City at no additional charge

.

## 18.0 METER READING SYSTEM SOFTWARE

**18.1** All meter reading system software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure that all hosted software updates and patches for meter reading software will be provided to the City at no additional charge during the term of each subscription agreement and that Seller shall provide customer support as described in the subscription agreement. In addition, the Seller shall endeavor to notify the City in advance of all suspensions in the meter reading system software service and to carry out necessary maintenance and upgrades outside of normal business hours. Interruptions to existing service can range in priority from urgent to low depending on the impact to the City. Incident priorities are defined as the following:

| Priority Level | Impact | Description |
|---|---|---|
| **1** | Urgent | An Incident that (a) results in loss of City connectivity to all of the meter reading system software or (b) results in loss, corruption or damage to City's data. |
| **2** | Critical | An Incident that has an adverse material impact on the performance of the meter reading system software or materially restricts City's use of the software as part of City's day-to-day operations. |
| **3** | Non-Critical | An Incident that does not result in a failure of the meter reading system software, but a fault exists in the meter reading system software that restricts City's use of the same. |
| **4** | Minor | An Incident that does not affect or which has minimal adverse impact on the use of the meter reading system software. |

Seller will make commercially reasonable efforts to respond to meter reading system software incidents using the following guidelines:

| Priority Level | Performance Target | Minimum Performance % Goal |
|---|---|---|
| **Priority 1 (Urgent)** | Seller will respond within 1 hour of the issue being reported. | 95% |
| **Priority 2 (Critical)** | Seller will respond within 2 hours of the issue being reported. | 95% |
| **Priority 3 (Non-Critical)** | Seller will respond within 4 hours of the issue being reported. | 95% |
| **Priority 4 (Minor)** | Seller will respond within 24 hours of the issue being reported. | 95% |

The City may escalate any incidents to Utilities Department Director or Seller's Superintendent.

Further, if the City experiences service suspensions, interruptions or outages, excluding scheduled maintenance, that results in the service level uptime falling below 99% for three months in any rolling 12-month period (the "***Uptime Commitment***"), then the City may immediately terminate this Agreement, part thereof, or a subscription agreement, in which case Seller will refund any prepaid, unearned annual subscription fees.

**18.2** Meter reading system software will be provided to the City per an annual subscription agreement. Manufacturer will provide correct file transfer layout to City and/or City's Utility Billing Software provider at no charge to provide correct meter reading system software data transfer to City's utility billing software. Meter Reading System Software will provide full functionality and reporting for all the manufacturer's AMR and AMI systems.

## 19.0 INSURANCE

**19.1** During the term of this Agreement, Seller shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Seller shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by Seller or by anyone directly employed by or contracting with Seller.

(b) Seller shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the City pursuant to this Agreement.

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

**19.2** During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the City. A copy of a current Certificate of Insurance shall be provided to the City by Seller upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 19.1. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation liability policies**

**[SIGNATURE PAGE TO FOLLOW]**

**MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES**

**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: Michael C. Blake
Mayor

Date: 9-14-2021

**SELLER:**

By: _____

Print Name/Title: KEITH ELLENBURG

Date: 10-8-2020

President / Sunstate Meter and Supply Inc.

**ATTEST:**

By: _____
City Clerk

CITY OF COCOA CORPORATE SEAL FLORIDA

**THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

**MASTER AGREEMENT FOR**
**WATER METER AND METER READING**
**EQUIPMENT PURCHASES**

**EXHIBIT A**
**EQUIPMENT PRODUCT SHEETS**

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

# High Performance Turbine Meter



Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

### Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

### Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

### Systems Compatibility

Adaptability to all present and future systems for flexibility.

### Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

## KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

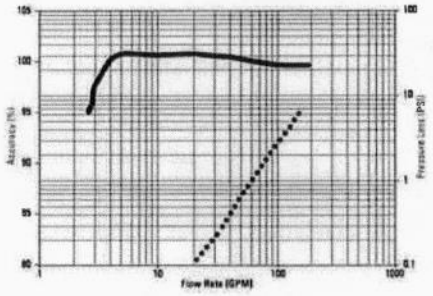
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

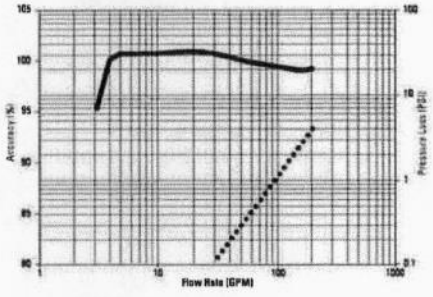
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

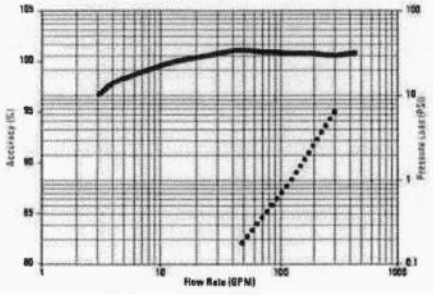
### 1½" Accuracy



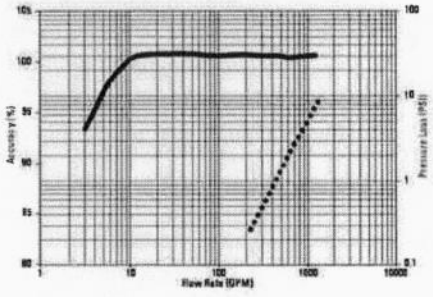

### 2" Accuracy



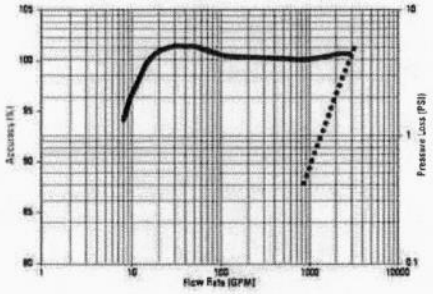

### 3" Accuracy



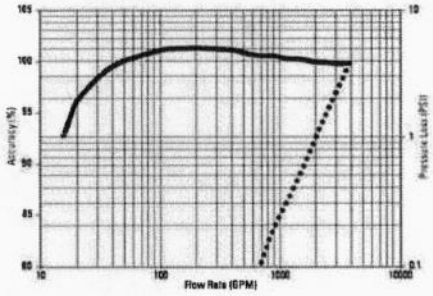

### 4" Accuracy



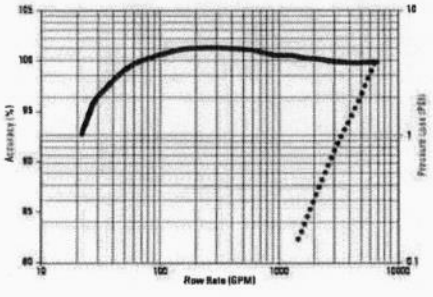

### 6" Accuracy




### 8" Accuracy




### 10" Accuracy




Accuracy

Head Loss

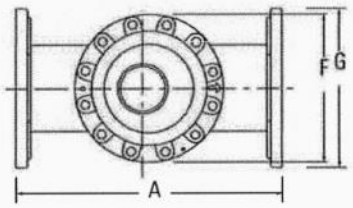
These charts show typical meter performance. Individual results may vary.

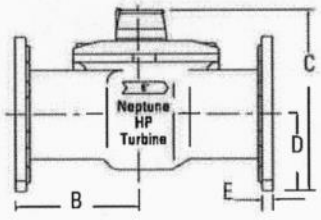
## *Operating Characteristics*

| Meter Size | Normal Operating Range @100% Accuracy (±1.5%) | Maximum Intermittent Flow | AWWA Standard |
|---|---|---|---|
| 1½" | 4 to 160 US gpm<br>0.91 to 36.3 m³/h | 200 US gpm<br>45.4 m³/h | 4 to 120 US gpm<br>0.91 to 27.3 m³/h |
| 2" | 4 to 200 US gpm<br>0.91 to 45.4 m³/h | 250 US gpm<br>56.8 m³/h | 4 to 190 US gpm<br>0.91 to 43.2 m³/h |
| 3" | 5 to 450 US gpm<br>1.14 to 102.2 m³/h | 560 US gpm<br>127.2 m³/h | 8 to 435 US gpm<br>1.8 to 98.8 m³/h |
| 4" | 10 to 1200 US gpm<br>2.27 to 272.5 m³/h | 1500 US gpm<br>340.7 m³/h | 15 to 750 US gpm<br>3.4 to 170.3 m³/h |
| 6" | 20 to 2500 US gpm<br>4.55 to 567.8 m³/h | 3100 US gpm<br>704.1 m³/h | 30 to 1350 US gpm<br>6.8 to 306.6 m³/h |
| 8" | 35 to 4000 US gpm<br>7.95 to 908.5 m³/h | 5000 US gpm<br>1135.6 m³/h | 50 to 2800 US gpm<br>11.4 to 635.9 m³/h |
| 10" | 50 to 6500 US gpm<br>11.36 to 1476.3 m³/h | 8000 US gpm<br>1817 m³/h | 75 to 4200 US gpm<br>17.0 to 953.9 m³/h |

## *Dimensions*

| Meter Size | A | B | C-STD | C-ProRead™ | C-E-CODER®)R900*i*™ and E-CODER®)R450*i*™ | D | E | F | G | Weight |
|---|---|---|---|---|---|---|---|---|---|---|
| | in (mm) | in (mm) | in (mm) | in (mm) | in (mm) | in (mm) | in (mm) | in (mm) | in (mm) | lbs (kg) |
| 1½" | 10<br>(254) | 6 1/2<br>(165) | 7 1/8<br>(181) | 7 9/16<br>(192) | 7 3/4<br>(197) | 1 3/4<br>(44) | 3/4<br>(19) | 4 1/2<br>(114) | 5 3/8<br>(137) | 19<br>(8.6) |
| 2" | 10<br>(254) | 6 1/2<br>(165) | 7 5/8<br>(194) | 8 1/16<br>(204.8) | 8 1/4<br>(210) | 2 1/8<br>(54) | 13/16<br>(21) | 4 1/2<br>(114) | 5 3/8<br>(137) | 20<br>(9.1) |
| 3" | 12<br>(305) | 6<br>(152) | 10<br>(254) | 10 7/16<br>(265.1) | 10 5/8<br>(270) | 3 3/4<br>(95) | 5/8<br>(16) | 6 1/4<br>(159) | 7 1/2<br>(191) | 40<br>(18.1) |
| 4" | 14<br>(356) | 6 1/2<br>(165) | 10 7/8<br>(276) | 11 5/16<br>(287.3) | 11 1/2<br>(292) | 4 1/2<br>(114) | 3/4<br>(19) | 8 1/8<br>(206) | 9<br>(229) | 52<br>(23.6) |
| 6" | 18<br>(457) | 8 5/8<br>(219) | 13<br>(330) | 13 7/16<br>(341.3) | 13 5/8<br>(346) | 5 1/2<br>(140) | 1<br>(25) | 10 1/4<br>(260) | 11<br>(279) | 115<br>(52.2) |
| 8" | 20<br>(508) | 9 5/8<br>(244) | 15 1/2<br>(394) | 15 15/16<br>(404.8) | 16 1/8<br>(409) | 6 3/4<br>(171) | 1 1/8<br>(29) | 10 1/4<br>(260) | 13 1/2<br>(343) | 195<br>(88.4) |
| 10" | 26<br>(660) | 12 5/8<br>(321) | 15 1/2<br>(394) | 15 15/16<br>(404.8) | 16 1/8<br>(409) | 8<br>(203) | 1 1/4<br>(32) | 10 1/4<br>(260) | 16<br>(406) | 275<br>(124.7) |



## Specifications

Application:

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register:

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element:

- AWWA Class II Turbine, hydrodynamically-balanced rotor

## Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™,E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

## Options

Sizes:

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types:

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges:

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer:

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy
- 1½"-10" NSF/ANSI 61 lead free Rilsan® nylon-coated ductile iron

## Registration

| Registration (per sweep hand revolution) | | |
|---|---|---|
| | 1½", 2", 3", 4" | 6", 8", 10" |
| 1,000 US Gallons | | ✓ |
| 1,000 Imperial Gallons | | ✓ |
| 100 US Gallons | ✓ | |
| 100 Imperial Gallons | ✓ | |
| 100 Cubic Feet | | ✓ |
| 10 Cubic Feet | ✓ | |
| 10 Cubic Metres | | ✓ |
| 1 Cubic Metre | ✓ | |

| Register Capacity (6-wheel odometer) | | |
|---|---|---|
| | 1½", 2", 3", 4" | 6", 8", 10" |
| 1,000,000,000 US Gallons | | ✓ |
| 1,000,000,000 Imperial Gallons | | ✓ |
| 100,000,000 US Gallons | ✓ | |
| 100,000,000 Imperial Gallons | ✓ | |
| 100,000,000 Cubic Feet | | ✓ |
| 10,000,000 Cubic Feet | ✓ | |
| 10,000,000 Cubic Metres | | ✓ |
| 1,000,000 Cubic Metres | ✓ | |

NEPTUNE TECHNOLOGY GROUP

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neptunetg.com

**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE
TECHNOLOGY GROUP

# MACH 10® ULTRASONIC METER

Sizes: 1½" and 2"



The MACH 10® is Neptune's newest water meter that offers solid state metrology with a rugged, lead free bronze maincase. The MACH 10 was designed to have the look and feel of a traditional water meter to help eliminate new technology concerns of your customers. Engineered to fit into even the smallest residential meter boxes, the MACH 10 fits the bill for all meter applications.

## MAXIMIZE REVENUE

The extended low-flow accuracy of the MACH 10 allows you to catch virtually every drop used by your customers. Maintaining this level of meter performance over the life of the meter will maximize your utility's revenue stream from your metering program. The MACH 10 features no moving parts. Because there are no internal parts that can wear over time, there is no opportunity for accuracy loss over the life of the meter (flat accuracy curve).

*No wear = No accuracy loss = Maximum revenue dollars*

## NO MAINTENANCE REQUIRED

Imagine having a residential meter with no moving parts and a 20-year battery life. Is that really possible? The answer is Yes, the MACH 10.

*No moving parts = No wear + 20 year battery = Maintenance-free for life*

## SOLID STATE METROLOGY WITH SOLID BRONZE MAINCASE

With the MACH 10, there is no concern over breaking plastic meter spuds or cross-threading of plastic threads. Neptune believes that if a meter is capable of providing sustained accuracy over its life, the maincase should be designed to last the meter's lifetime as well. This is why we designed the MACH 10 solid state meter with a solid bronze maincase. The corrosion-resistant, lead-free, high-copper alloy maincase is built to withstand demanding service conditions; internal water pressure, rough handling during installation, and in-line piping stresses.

*Field-proven NSF 61/ANSI bronze maincase = Confidence = No stranded assets*

## OPERATIONAL EFFICIENCY

The MACH 10®)R900*i*™ combines all the best features of the MACH 10 with seamless integration of the R900® radio to provide the best in operational efficiency. The MACH 10)R900*i* makes installation easier, faster, and less costly by eliminating field programming and removing external wires. It also gives you the ability to remove migration barriers without installing new endpoints as you move from walk-by to mobile to fixed network at your own pace. Reduce your non-revenue water with timely, accurate data and detect leaks faster to avoid surprises for you and your customer by deploying the MACH 10)R900*i* in your system.

## KEY BENEFITS

- Extended low-flow range and accuracy
- No maintenance and accuracy sustained over meter life
- Regulatory compliance – peace of mind
- Health and asset protection with the highest lead free legislation compliance
- Supports Water Conservation
  - Provides leak history/diagnostics
  - Enables proactive leak notification
  - On-site customer event troubleshooting tools
- Increased operational efficiencies
  - Work order reduction for high water bill inquiries
  - Drought management
  - Reduction of water loss through proactive notification of water leaks
- Tamper management
  - Identification and prioritization of potential tamper situations

## KEY FEATURES

- Advanced ultrasonic technology
- No moving parts
- NSF/ANSI 61 approved meter – lead free bronze maincase
- 20-year battery life
- "Absolute" 9-digit meter reading on display
- 8-digit remote meter reading
- Long-life lithium thionyl-chloride batteries
- Single design for pit and inside set applications
- IP68-certified for moisture protection
- True point-of-use leak detection*
- Tamper detection*
- Reverse flow detection*
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display
- Data logging**
- Optional integrated R900 or R450™ radio

** When connected to Neptune R900® R450™ or CMIU™.*

*** When connected to R900v4 or newer version.*

## OPERATING CHARACTERISTICS

| Meter Size | Normal Operating Range @ 100% Accuracy (+/- 1.5%) | Safe Maximum Operating Capacity | Extended Low Flow Accuracy (+/- 3.0%) |
|---|---|---|---|
| 1½" | 0.80 to 125 U.S. gpm | 125 U.S. gpm | 0.30 U.S. gpm |
| 2" | 1.50 to 160 U.S. gpm | 160 U.S. gpm | 0.50 U.S. gpm |

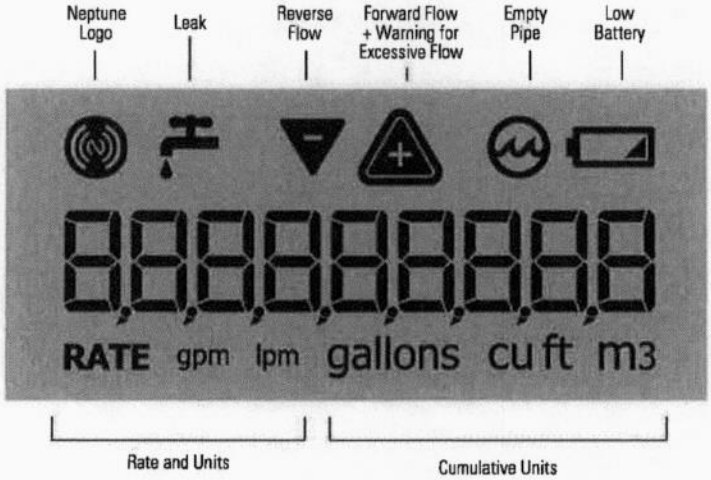
## DIMENSIONS

| METER SIZE | LENGTH (L) | | HEIGHT (H) | | FLANGES |
|---|---|---|---|---|---|
| | IN | MM | IN | MM | |
| 1½" | 10", 13" | 254, 330 | 6 3/32 | 158 | OVAL |
| 2" | 10", 15.25", 17" | 254, 387, 432 | 6 14/32 | 163.5 | OVAL |

## REGISTRATION

| High Resolution (8-digit reading) | | 1½" | 2" |
|---|---|---|---|
| 1 | U.S. Gallons | √ | √ |
| 1 | Imperial Gallons | √ | √ |
| 0.1 | Cubic Feet | √ | √ |
| 0.01 | Cubic Meters | √ | √ |

## LCD DISPLAY




### SPECIFICATIONS

AWWA C750 compliant

AWWA C700, C701 performance compliant

NSF/ANSI 61 certified

Application: Cold water measurement of flow in potable, combination potable-and-fire service, and reclaim/secondary water applications.

Maximum operating water pressure: 175 psi

Operating water temperature range: +33°F to +122°F (+0.5°C to +50°C)

### OPTIONS

Sizes:
- 1½"
- 2"

Units of measure: U.S. gallons, Imperial gallons, cubic feet, cubic meters

Meter options:
- Potable/fire service (combo or standalone meter service lines)
- Reclaim water

Environmental conditions:
- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

### WARRANTY

Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

### AMR/AMI SYSTEM COMPATIBILITY

All MACH 10 ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.


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: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503


NEPTUNE TECHNOLOGY GROUP

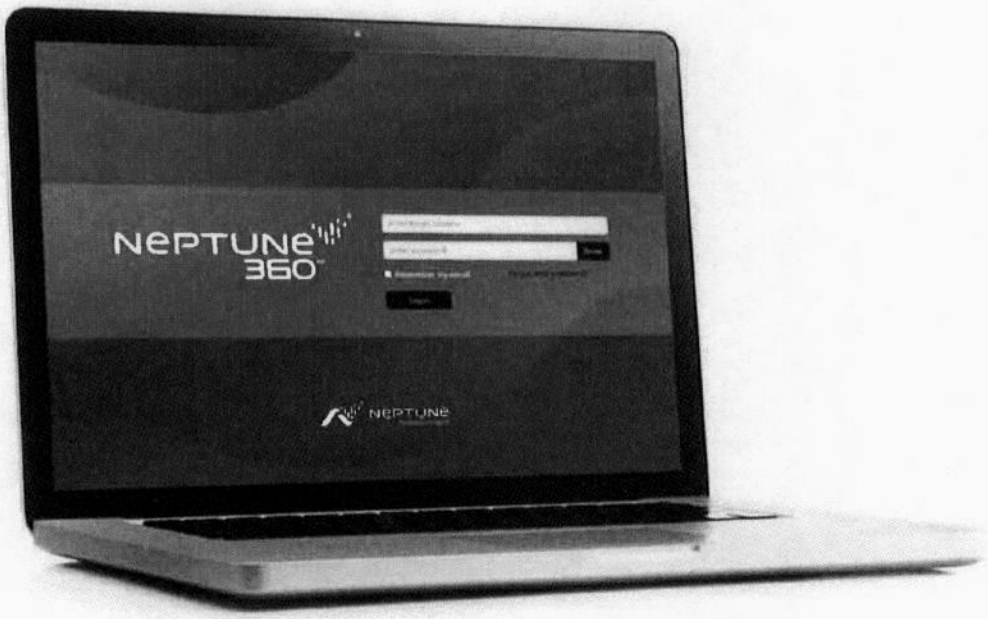
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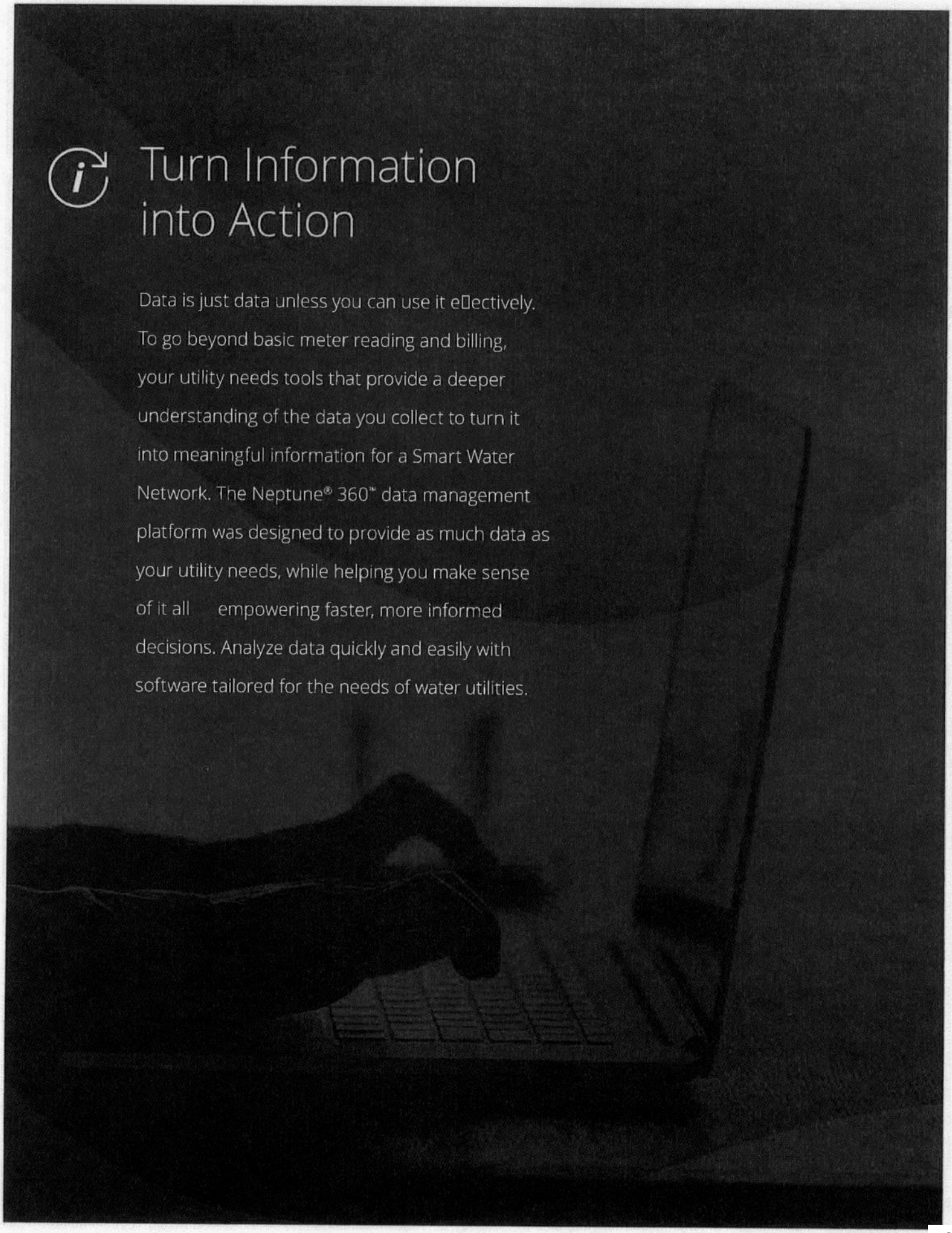
# Neptune® 360™
# Data Management Platform

A Product of Neptune Technology Group




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TECHNOLOGY GROUP

#winyourday



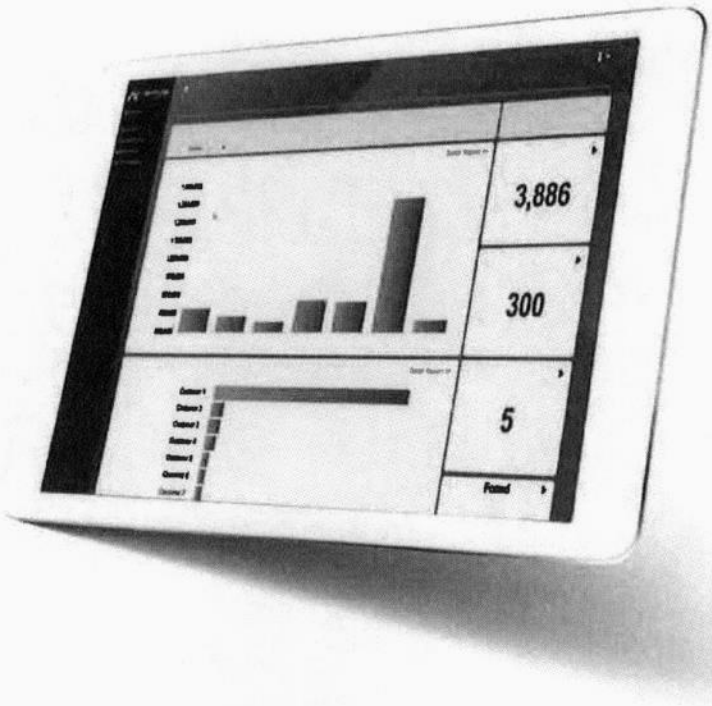
# Turn Information into Action

Data is just data unless you can use it e□ectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.

### Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.






### Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.

### A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

### Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



### An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.

### Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

# NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.



**METERS MATTER**
Stream critical actionable data right into Neptune® 360™.



**WALK-BY DATA**
Sync collected data easily.



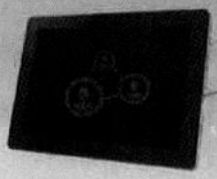
**FUTURE PROOF AMI**
Connect AMI network data.



**MOBILE**
Incorporate mobile data collection.



**BRING YOUR OWN DEVICE**
Eliminate specialized devices and communicate efficiently.



**THIRD PARTY SOFTWARE**
Link data with third party applications (such as CIS and ESRI).



**CUSTOMER RELATIONSHIPS**
Streamline utility data management and provide exceptional customer service.




+ ACT QUICKLY
+ PLAN FOR THE FUTURE
+ MANAGE GROWTH



## *Neptune® 360™ Benefits*

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

## *Specifications*

### Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

### Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

### Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.




**96**

days of hourly historical consumption

Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

neptunetg.com
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**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

# R900® Gateway v4 Fixed Network Data Collector



## Streamline Measurement and Boost E□ ciency

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune's R900® System, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-CODER®-equipped meters. The R900 Gateway's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

## Migrate Backward and Forward With Total Con□dence

Get the most value from your current assets, both infrastructure and workforce, through Neptune® systems that allow you to migrate at your own pace from mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System's 1 Watt fixed network message from endpoints, reducing infrastructure costs.

## Resolve Customer Issues Proactively with Detailed Data

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

## KEY BENEFITS

### Facilitates Migration to AMI

- Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
- Migrate at your own pace – your system can be read by any combination of mobile and fixed that you choose
- No reprogramming of endpoints required to migrate to fixed network reading

### Simple Access to Powerful Data

- On-demand read capability – obtain a reading whenever you need it
- Daily leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

### Improves Meter Reading E□ ciency

- Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
- Optimal performance in high-density R900 environments – capable of 360 readings per second

### No Stranded Assets

- Maintains compatibility with existing R900s deployed
- Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

## *Specifications*

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 150W Solar
- 220W Solar

Battery Backup

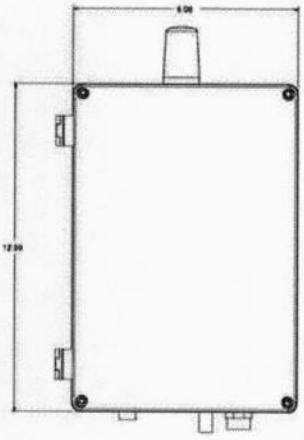
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

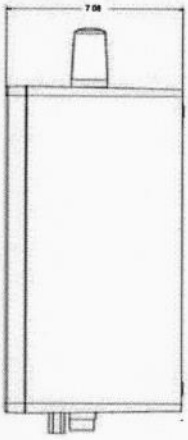
Backhaul Options

- Multi-carrier cellular modem
- EVDO Rev A (CDMA)
- 1xEVDO Rev 0 (CDMA)
- 1xRTT (CDMA)
- UMTS/HSPA (GSM)
- EDGE/GPRS (GSM)
- Ethernet
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity





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neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 | 334-283-7293

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# T-10 Meter

SIZES ⅝", ¾", AND 1"



Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

## Construction

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position of in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

## Warranty

Neptune® provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

## Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

## Systems Compatibility

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

## KEY FEATURES

### REGISTER

Magnetic-driven, low-torque registration ensures accuracy

Impact-resistant register

High-resolution, low-flow leak detection

Bayonet-style register mount allows in-line serviceability

Tamperproof seal pin deters theft

Date of manufacture, size, and model stamped on dial face

### LEAD FREE MAINCASE

Made from lead free, high-copper alloy

NSF/ANSI 372, NSF/ANSI 61

Lifetime guarantee

Resists internal pressure stresses and external damage

Handles in-line piping variations and stresses

Lead free, high-copper alloy provides residual value vs. plastic or composite

Electrical grounding continuity

### NUTATING DISC MEASURING CHAMBER

Positive displacement

Widest effective flow range for maximum revenue

Proprietary polymer materials maximize long-term accuracy

Floating chamber design is unaffected by meter position or in-line piping stresses

## *Specifications*

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application

- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure

- 150 psi (1034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

## *Options*

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" SL, ¾" x 1"
- 1", 1" x 1¼"

Units of Measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: bronze box and cover (standard)

Remote Reading:

- ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps

- Synthetic polymer (⅝" only)
- Cast iron
- Lead free, high-copper alloy

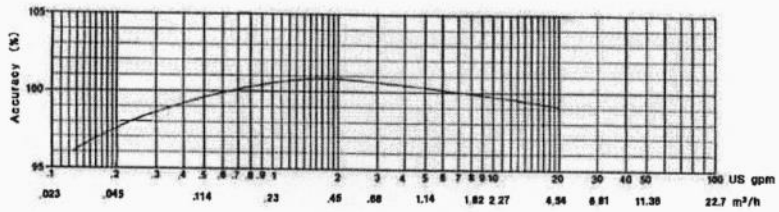
Connections

- Lead free, high-copper alloy, straight or bent

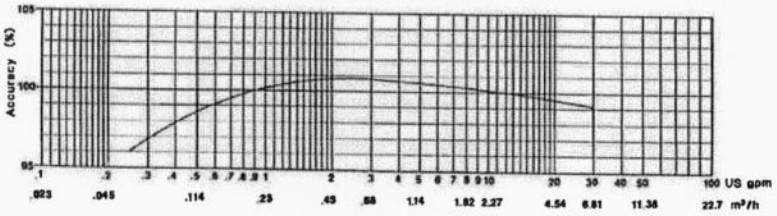
Environmental Conditions

- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

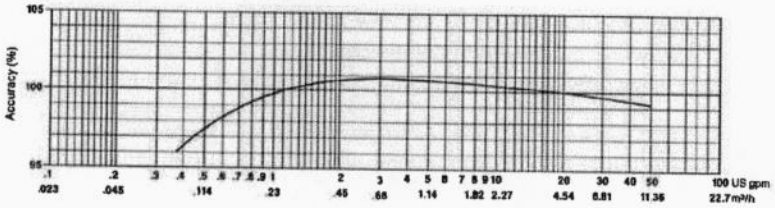
### ⅝" ACCURACY



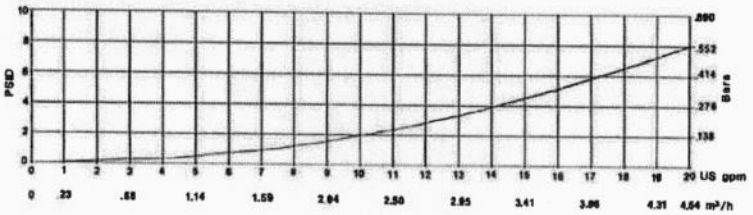

### ¾" ACCURACY



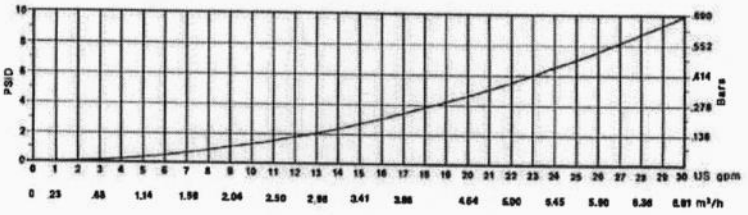

### 1" ACCURACY



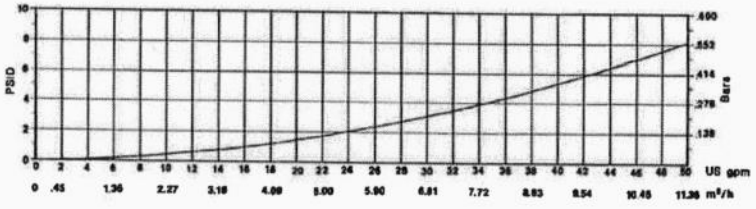

### ⅝" PRESSURE LOSS




### ¾" PRESSURE LOSS

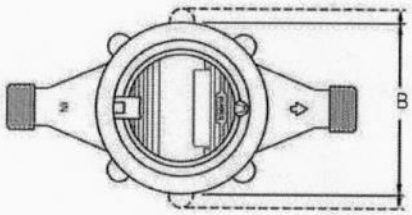



### 1" PRESSURE LOSS



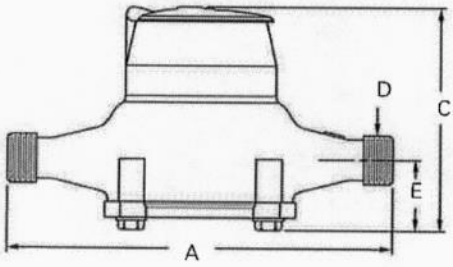
## *Dimensions*

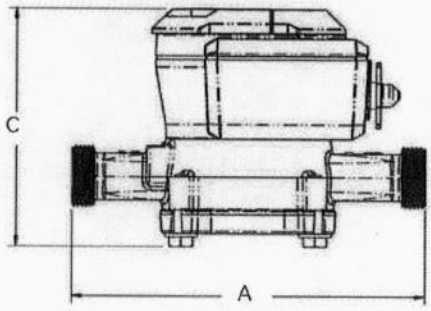
| Meter Size | A | B | C | | | | | D- | E- | Weight lbs/kg |
|---|---|---|---|---|---|---|---|---|---|---|
| | in/ mm | in/ mm | Std. in/mm | ARB in/mm | ProCoder™ or E-CODER® | ProCoder™) R900/™ or ProCoder™) R450/™ | E-CODER®) R900/™or E-CODER®) R450/™ | NPSM Thread | in/ mm | |
| 5/8 | 7½ 191 | 3⅝ 92 | 4⅜ 111 | 5¼ 133 | 5¼ 133 | 5¼ 133 | 5¼ 133 | ¾" - 14 | 1½ 38 | 3¼ 1.4 |
| 5/8 x ¾ | 7½ 191 | 3⅝ 92 | 4⅜ 111 | 5¼ 133 | 5¼ 133 | 5¼ 133 | 5¼ 133 | 1" - 11½ | 1½ 38 | 3⅜ 1.5 |
| Pre 2011 ⅝ | 7½ 191 | 3⅝ 92 | 4⅞ 124 | 5½ 146 | 5½ 139 | 5½ 139 | 5½ 139 | ¾" - 14 | 1⅝ 41 | 3¾ 1.7 |
| Pre 2011 ⅝ x ¾ | 7½ 191 | 3⅝ 92 | 4⅞ 124 | 5½ 146 | 5½ 139 | 5½ 139 | 5½ 139 | 1" - 11½ | 1⅝ 41 | 4 1.8 |
| 3/4 | 9 229 | 4⅜ 111 | 5½ 140 | 6¼ 159 | 6¼ 159 | 6¼ 159 | 6¼ 159 | 1" - 11½ | 1⅞ 48 | 6 2.7 |
| ¾" SL | 7½ 911 | 4⅜ 111 | 5½ 140 | 6¼ 159 | 6¼ 159 | 6¼ 159 | 6¼ 159 | 1" - 11½ | 1⅞ 48 | 5½ 2.5 |
| ¾ x 1" | 9 229 | 4⅜ 111 | 5½ 140 | 6¼ 159 | 6¼ 159 | 6¼ 159 | 6¼ 159 | 1¼" - 11½ | 1⅞ 48 | 6½ 2.9 |
| 1" | 10¾ 273 | 6½ 165 | 6⅜ 162 | 7 178 | 7 178 | 7 178 | 7 178 | 1¼" - 11½ | 2⅛ 54 | 9¾ 4.4 |
| 1" x 1¼ | 10¾ 273 | 6½ 165 | 6⅜ 162 | 7 178 | 7 178 | 7 178 | 7 178 | 1½" - 11½ | 2⅛ 54 | 10¼ 4.6 |









## *Operating Characteristics*

| Meter Size | Normal Operating Range @ 100% Accuracy (+/- 1.5%) | AWWA Standard | Low Flow @ 95% Accuracy |
|---|---|---|---|
| ⅝" | ½ to 20 US gpm<br>0.11 to 4.55 m³/h | 1 to 20 US gpm<br>0.23 to 4.5 m³/h | ⅛ US gpm<br>0.03 m³/h |
| ¾" | ¾ to 30 US gpm<br>0.17 to 6.82 m³/h | 2 to 30 US gpm<br>0.45 to 6.8 m³/h | ¼ US gpm<br>0.06 m³/h |
| 1" | 1 to 50 US gpm<br>0.23 to 11.36 m³/h | 3 to 50 US gpm<br>0.68 to 11.4 m³/h | ⅜ US gpm<br>0.09 m³/h |

## *Registration*

| ProRead Registration (per sweep hand revolution) | | ⅝" | ¾" & 1" |
|---|---|---|---|
| 10 | US Gallons | √ | √ |
| 10 | Imperial Gallons | √ | √ |
| 1 | Cubic Foot | √ | √ |
| 0.1 | Cubic Metre | √ | √ |
| | | | |
| **Register Capacity ProRead, ProCoder, and E-CODER** | | **⅝"** | **¾" & 1"** |
| 10,000,000 | US Gallons | √ | √ |
| 10,000,000 | Imperial Gallons | √ | √ |
| 1,000,000 | Cubic Feet | √ | √ |
| 100,000 | Cubic Metres | √ | √ |
| | | | |
| **ProCoder and E-CODER High Resolution (8-digit reading)** | | **⅝"** | **¾" & 1"** |
| 0.1 | US Gallons | √ | √ |
| 0.1 | Imperial Gallons | √ | √ |
| 0.01 | Cubic Feet | √ | √ |
| 0.001 | Cubic Metres | √ | √ |

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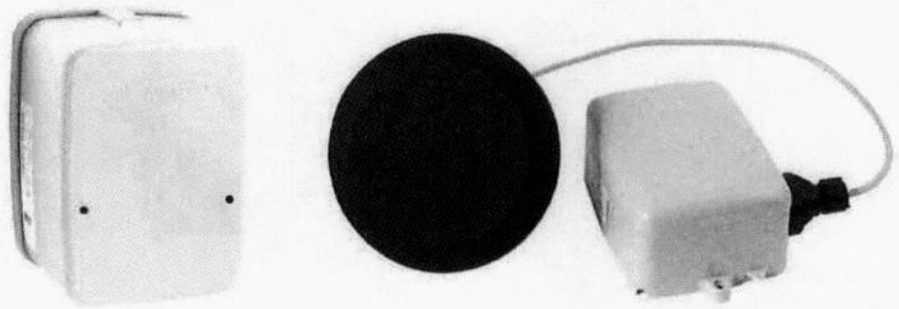
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**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

# Reap AMI Benefits with an Existing 4G LTE Network

## Neptune® Cellular Meter Interface Unit (CMIU™)



The Neptune® Cellular MIU (CMIU™) securely transmits meter reading data using a 4G LTE cellular network, so your water utility can eliminate the costs and frustrations associated with the installation, maintenance, and troubleshooting of AMI infrastructure. Instead, you can leverage an existing 4G LTE network to provide easy connectivity.

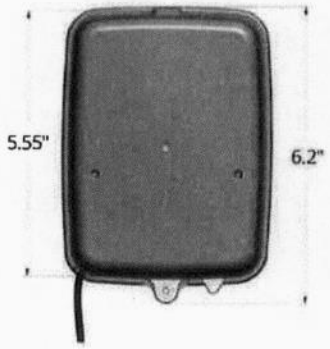
- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  **Basic** – hourly data delivered every 24 hours
  **Advanced** – hourly data delivered every 4 hours
  **Pro** – 15-minute data delivered every hour

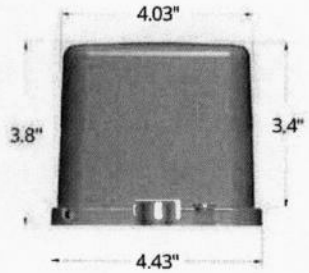
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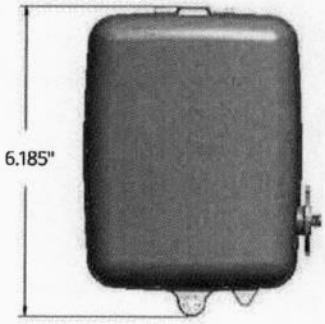
## Dimensions

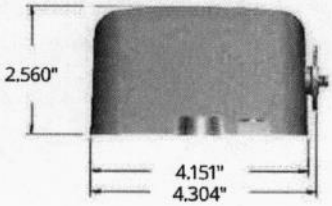
### Wall MIU



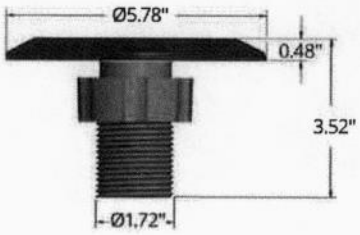




### Pit MIU




### CMIU Pit Antenna




## Specifications

**Environmental Conditions**

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

**Antennas**

- Wall MIU: Standard internal antenna
- Pit MIU: Standard through-the-lid antenna
  - 18" Coax

**Encoded Register Compatibility**

- Neptune MACH 10®, ARB®V, ProRead™, E-CODER®, and ProCoder™
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

## Battery Warranty

- Basic Operating Mode: 10 years*

* Warranty dependent on CMIU mode of operation. Refer to warranty statement.

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Tallassee, AL 36078
800-633-8754 f 334-283-7293

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# High Performance PROTECTUS® III Stainless Steel (S) Fire Service Meter

SIZES: 4", 6", 8", and 10"



The Neptune® HP PROTECTUS® III Stainless Steel (S) fire service meter measures extremely wide flow ranges at 100% ± 1.5% accuracy. All HP fire service meters meet or exceed AWWA C703 Standard, are certified to NSF/ANSI 61 and 372 requirements, and are Underwriters Laboratory (UL) Listed and Factory Manual (FM) Approved for fire service use.

### Application

The HP PROTECTUS III S fire service meter is designed to measure both domestic and fire service water usage through a single water line. A typical application would be in a warehouse, hotel, or hospital where one water line may supply any number of faucets or bathrooms as well as an automatic sprinkler system.

### Operation

At low flow rates, all flow is through the bypass meter. As flow increases, pressure loss through the bypass meter increases and the detector check valve automatically opens. This condition occurs, for example, when a fire sprinkler system goes into operation. This permits flow through the mainline turbine meter. As flow decreases, reduced pressure loss closes the detector check valve and flow is again directed through the bypass meter.

### Construction

The combined readings of the mainline turbine and the bypass meter indicate total consumption through the HP PROTECTUS III S meter.

- 300 series stainless steel mainline body
- Integral detector check valve (stainless steel spring-loaded type)
- 300 series stainless steel strainer body with stainless steel basket
- Epoxy-coated steel strainer and valve cover
- HP Turbine measuring element
- Lockable ball valves used on bypass
- Check valve used on bypass
- 1" T-10® meter (on 4" size)
- 1½" T-10 or 1½" HP Turbine meter (on 6" size)
- 2" T-10 or 2" HP Turbine meter (on 8" and 10" sizes)

## KEY FEATURES

### Compact Size

- Standard laying length fits existing installations
- Lowers new installation and replacement costs

### Wide Operating Range

- Measures extremely wide flow ranges at 98.5%–101.5% accuracy
- Combines low-flow sensitivity of disc meter with high-flow capacity of turbine meter
- Registers leaks or unauthorized use of water from fire service lines

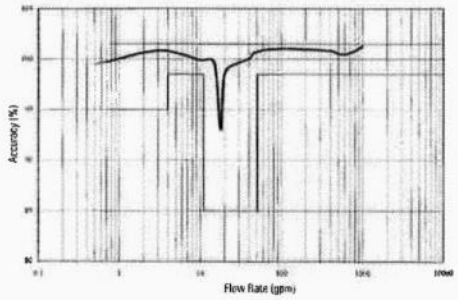
### Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

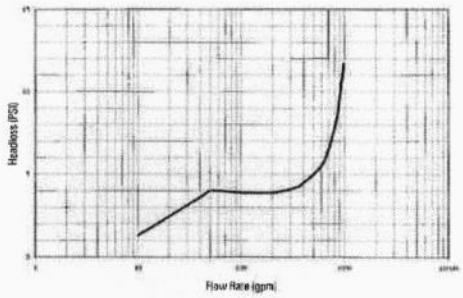
### Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

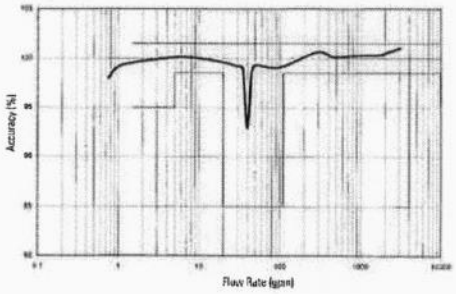
## 4" Accuracy



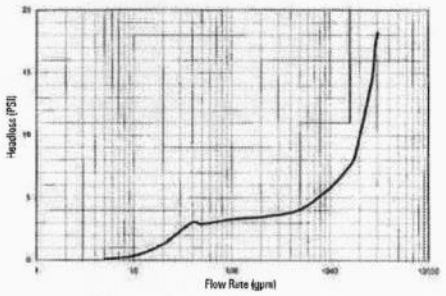

## 4" Headloss



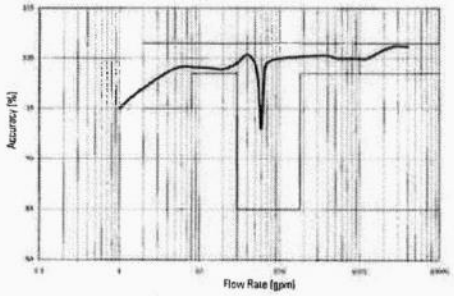

## 6" Accuracy



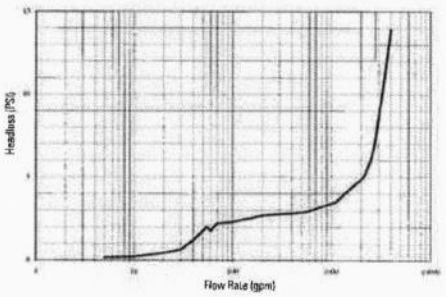

## 6" Headloss



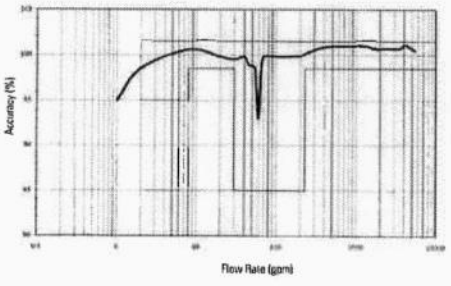

## 8" Accuracy



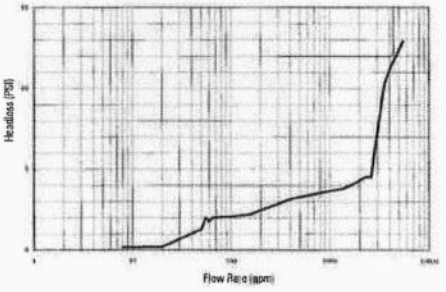

## 8" Headloss




## 10" Accuracy




## 10" Headloss




*These charts show typical meter performance. Individual results may vary.*

## Operating Characteristics

| Meter Size | Normal Operating Range @ 100% Accuracy (+/- 1.5%) | AWWA Standard | Low Flow @ 95% - 101% Accuracy | Maximum Intermittent Flow Rate |
|---|---|---|---|---|
| 4" | ¾ to 1200 US gpm<br>0.171 to 272.55 m³/h | 4 to 700 US gpm<br>0.91 to 1.59 m³/h | ⅜ US gpm<br>0.09 m³/h | 1500 US gpm<br>340.7 m³/h |
| 6" | 1½ to 2500 US gpm<br>0.34 to 567.81 m³/h | 5 to 1600 US gpm<br>1.14 to 363 m³/h | ¾ US gpm<br>0.17 m³/h | 3100 US gpm<br>704.1 m³/h |
| 8" | 2 to 4000 US gpm<br>0.45 to 908.5 m³/h | 8 to 2800 US gpm<br>1.8 to 636 m³/h | 1 US gpm<br>0.23 m³/h | 5000 US gpm<br>1135.6 m³/h |
| 10" | 2 to 6500 US gpm<br>0.45 to 1476.31 m³/h | 8 to 4400 US gpm<br>1.8 to 999 m³/h | 1 US gpm<br>0.23 m³/h | 8000 US gpm<br>1817 m³/h |

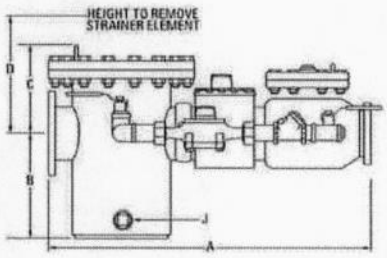
## Dimensions

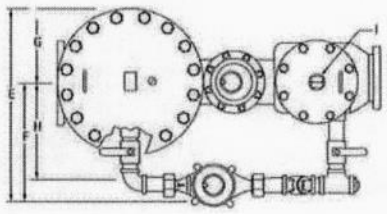
| Meter Size | A in/mm | B in/mm | C in/mm | D in/mm | E in/mm | F in/mm | G in/mm | H in/mm | I in/mm | J in/mm | Weight lbs/kg |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 4" | 33<br>838 | 10<br>254 | 10¾<br>273 | 17½<br>445 | 22<br>559 | 15¼<br>387 | 6¾<br>171 | 12<br>305 | 2<br>51 | 2<br>51 | 215<br>98 |
| 6" | 45<br>1143 | 11 1/16<br>281 | 11⅜<br>289 | 21¼<br>540 | 29<br>737 | 19½<br>495 | 9½<br>241 | 16<br>406 | 2<br>51 | 3<br>76 | 570<br>258 |
| 8" | 53<br>1346 | 11 13/16<br>300 | 13 29/64<br>342 | 25⅞<br>657 | 34¼<br>870 | 21¾<br>552 | 12½<br>318 | 17<br>432 | 3<br>76 | 3<br>76 | 765<br>347 |
| 10" | 68<br>1727 | 14 13/16<br>376 | 15<br>381 | 30 1/16<br>764 | 36¼<br>921 | 22½<br>572 | 13¾<br>349 | 18<br>457 | 3<br>76 | 3<br>76 | 900<br>408 |

## Registration

| Registration (per sweep hand revolution) | Disc Side | | | Turbine Side | | |
|---|---|---|---|---|---|---|
| | 1" | 1½" | 2" | 4" | 6" | 8" & 10" |
| 1,000 US Gallons | | | | | ✓ | ✓ |
| 100 Gallons | | ✓ | ✓ | ✓ | | |
| 100 Cubic Feet | | | | | ✓ | ✓ |
| 10 US Gallons | ✓ | | | | | |
| 10 Cubic Feet | | ✓ | ✓ | ✓ | | |
| 1 Cubic Foot | ✓ | | | | | |
| 10 Cubic Metres | | | | | ✓ | ✓ |
| 1 Cubic Metre | | | ✓ | ✓ | | |
| 0.1 Cubic Metre | ✓ | ✓ | | | | |

| Register Capacity (6 active wheel odometer) | Disc Side | | | Turbine Side | | |
|---|---|---|---|---|---|---|
| | 1" | 1½" | 2" | 4" | 6" | 8" & 10" |
| 1,000,000,000 Gallons | | | | | ✓ | ✓ |
| 100,000,000 Gallons | | ✓ | ✓ | ✓ | | |
| 100,000,000 Cubic Feet | | | | | ✓ | ✓ |
| 10,000,000 Gallons | ✓ | | | | | |
| 10,000,000 Cubic Feet | | ✓ | ✓ | ✓ | | |
| 10,000,000 Cubic Metres | | | | | ✓ | ✓ |
| 1,000,000 Cubic Metres | | | ✓ | ✓ | | |
| 1,000,000 Cubic Feet | ✓ | | | | | |
| 100,000 Cubic Metres | ✓ | ✓ | | | | |



## Specifications

Application
- Cold water measurement of flow in one direction

Maximum Operating Pressure
- 175 psi (1206 kPa)

Register
- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator

Measuring Element
- AWWA Class II Turbine, hydrodynamically-balanced rotor, nutating disc

Flanges
- Round flanged ends per AWWA C207, Class D

Approvals
- NSF/ANSI 61
- NSF/ANSI 372
- UL Listed
- FM Approved

## Options

Sizes
- 4", 6", 8", and 10"

300 Series Stainless Steel Strainer Cover and Valve Cover

300 Series Stainless Steel Bolts

Left Side Bypass

Units Of Measure
- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Register types
- Remote reading systems*: ProRead™, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3
- Reclaim

Companion Flanges
- Cast iron
- Bronze (4" only)

Special Meter Flanges**
- 12" (for 10" meter size)

**Consult factory for meter performance specifications when fitted with ARB.*

***Non-UL/FM approved.*

## Guaranteed Systems Compatibility

All HP PROTECTUS III S fire service meters are guaranteed adaptable to our ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3, and Neptune meter reading systems without removing the meter from service.

## Warranty

Neptune provides a limited warranty with respect to its HP PROTECTUS III S fire service meter for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of the UME.

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**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

# Be Confident with Sustained Accuracy Over Time

## Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes ⅝", ¾", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900/™ features interleaved messages to support AMR, AMI, and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service

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## Specifications

**AWWA C715 Compliant**

**NSF/ANSI 61 Certified**

**UL327B Certified (¾", 1")**

**Application**

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

**Maximum Operating Water Pressure**

- 175 psi

**Operating Water Temperature Range**

- +33°F to +122°F (+0.5°C to +50°C)

## Options

**Sizes**

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

**Units of Measure**

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

**Meter Options**

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

**Environmental Conditions**

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

## Warranty

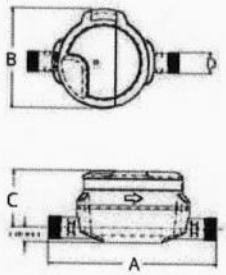
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

## System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

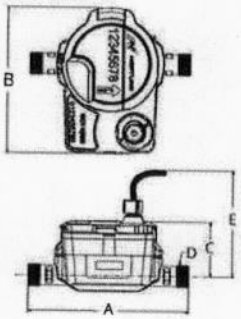
## MACH 10® Dimensions

| Meter Size | A | B | C | D NPSM |
|---|---|---|---|---|
| ⅝" | 7½" | 4⅞" | 2½" | ¾" - 14 |
| ⅝" x ¾" | 7½" | 4⅞" | 2½" | 1" - 11½ |
| ¾" | 9" | 4⅞" | 2⁹⁄₁₆" | 1" - 11½ |
| ¾" SL | 7½" | 4⅞" | 2⁹⁄₁₆" | 1" - 11½ |
| ¾" x 1" | 9" | 4⅞" | 2⁹⁄₁₆" | 1¼" - 11½ |
| 1" | 10¾" | 4⅞" | 2¹¹⁄₁₆" | 1¼" - 11½ |
| 1" x 1¼" | 10¾" | 4⅞" | 2¹¹⁄₁₆" | 1½" - 11½ |




## MACH 10®)R900i™ DIMENSIONS

| Meter Size | A | B | C | D NPSM | E |
|---|---|---|---|---|---|
| ⅝" | 7½" | 6¾" | 2½" | ¾" - 14 | 5⅞" |
| ⅝" x ¾" | 7½" | 6¾" | 2½" | 1" - 11½ | 5⅞" |
| ¾" | 9" | 6¾" | 2⁹⁄₁₆" | 1" - 11½ | 5¹⁵⁄₁₆" |
| ¾" SL | 7½" | 6¾" | 2⁹⁄₁₆" | 1" - 11½ | 5¹⁵⁄₁₆" |
| ¾" x 1" | 9" | 6¾" | 2⁹⁄₁₆" | 1¼" - 11½ | 5¹⁵⁄₁₆" |
| 1" | 10¼" | 6¾" | 2¹¹⁄₁₆" | 1¼" - 11½ | 6¹⁄₁₆" |
| 1" x 1¼" | 10¼" | 6¾" | 2¹¹⁄₁₆" | 1½" - 11½ | 6¹⁄₁₆" |



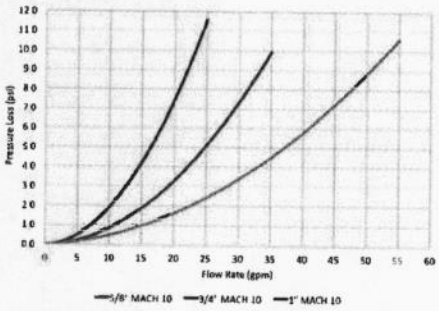

## Operating Characteristics

| Meter Size | Normal Operating Range @ 100% Accuracy (+/- 1.5%) | AWWA C715 Standard Type 1 | Extended Low Flow @ 100% Accuracy (+/- 3%) |
|---|---|---|---|
| ⅝" | 0.10 to 25 U.S. gpm<br>0.02 to 4.55 m³/h | 0.2 to 20 U.S. gpm<br>0.23 to 4.5 m³/h | 0.05 U.S. gpm<br>0.01 m³/h |
| ¾" | 0.10 to 35 U.S. gpm<br>0.02 to 6.82 m³/h | 0.5 to 30 U.S. gpm<br>0.45 to 6.8 m³/h | 0.05 U.S. gpm<br>0.01 m³/h |
| 1" | 0.40 to 55 U.S. gpm<br>0.11 to 11.36 m³/h | 0.75 to 50 U.S. gpm<br>0.75 to 11.4 m³/h | 0.25 U.S. gpm<br>0.03 m³/h |

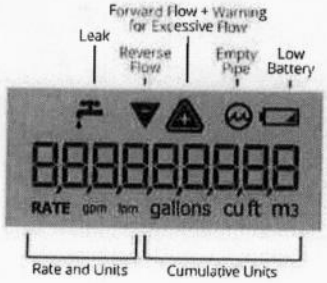
## Registration

| High Resolution (8-digit reading) | |
|---|---|
| 0.1 | U.S. Gallons |
| 0.1 | Imperial Gallons |
| 0.01 | Cubic Feet |
| 0.001 | Cubic Metres |

## Pressure Loss




## LCD DISPLAY




LoRa Alliance Certified

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**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293



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# Capture Ultra-Low Flows and Monitor Flow Direction

Neptune® ProCoder™)R900*i*™



The Neptune® ProCoder™)R900*i*™ combination absolute encoder register/radio frequency meter interface unit (RF MIU) makes it simple to collect metering data using multiple modes simultaneously and features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. Its interleaved mobile and high-power fixed network messages allow for simple migration from walk-by to mobile to fixed network reading – and back again – without site visits or reprogramming. Your utility can also review an account's consumption by the hour with 96 days of profile information, along with alerts for leak or backflow. Proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs.

- Easy to install/no programming required
- Interleaved mobile and high-power fixed network messages
- Read in walk-by, mobile, fixed modes simultaneously
- 96 days of hourly account history
- Leak, tamper, reverse flow detection

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## Specifications

### Electrical Specifications

- MIU Power: Lithium battery with capacitor

### Transmitter Specifications:

- Two-way MIU
- Transmit Period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC Verification: Part 15.247
  - Transmitter Channels: 50 frequency-hopping, spread-spectrum
  - Channel Frequency: 910 to 920 MHz
- Encoder Register Reading Interval:
  - Every 15 minutes
- Data Logging Interval:
  - 96 days of hourly data

### Environmental Conditions

- Operating Temperature: -22°F to +149°F (-30°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity:
  - Inside Set: 0 to 95%, condensing
  - Pit Set: 100% submersible

### Materials

- Register Housing:
  - Inside Set: plastic polycarbonate
  - Pit Set: roll-sealed copper shell
- Lens:
  - Inside Set: plastic
  - Pit Set: glass

### Antennas

- Standard internal antenna
- Optional through-the-lid antenna
- 18" coax
- 6' coax
- 20' coax

## Resolution

### Register Capacity

| | Size | G | ft³ | m³ |
|---|---|---|---|---|
| T-10®(Includes disc side of TRU/FLO®) | ⅝", ¾", 1" | 10,000,000 | 1,000,000 | 100,000 |
| T-10 (Includes disc side of HPPIII) | 1.5", 2" | 100,000,000 | 10,000,000 | 1,000,000 |
| HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO) | 1.5", 2", 3", 4" | 100,000,000 | 10,000,000 | 1,000,000 |
| HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO) | 6", 8", 10" | 1,000,000,000 | 100,000,000 | 10,000,000 |

### High Resolution (8-digit reading)

| | Size | G | ft³ | m³ |
|---|---|---|---|---|
| T-10 (Includes disc side of TRU/FLO) | ⅝", ¾", 1" | 0.1 | 0.01 | 0.001 |
| T-10 (Includes disc side of HPPIII) | 1.5", 2" | 1 | 0.1 | 0.01 |
| HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO) | 1.5", 2", 3", 4" | 1 | 0.1 | 0.01 |
| HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO) | 6", 8", 10" | 10 | 1 | 0.1 |

### ProCoder Registration (Per Sweep Hand Revolution)

| Type | Size | G | ft³ | m³ |
|---|---|---|---|---|
| T-10 | ⅝" - 2" | 0.1 | 0.01 | 0.001 |
| HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO) | 1.5", 2", 3", 4" | 10 | 1 | 0.1 |
| HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO) | 6", 8", 10" | 100 | 10 | 1 |

## Options

### Compatibility

- Available for ⅝"-2" T-10® water meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

### Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

## Warranty

- 20 years (10/10); refer to specific Warranty Statement

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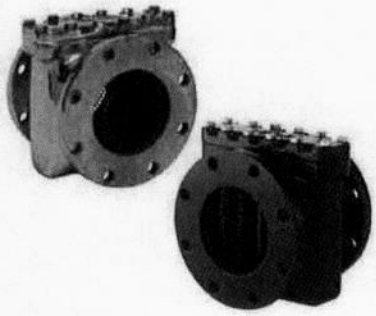
**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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# Strainers

SIZES: 1½", 2", 3", 4", 6", 8", and 10"



Neptune® strainers are designed and built for long-term, trouble-free performance in water pipeline service. They are specially designed for installation with HP Turbine or TRU/FLO® compound meters and are compatible with all other makes as well.

Neptune recommends that a strainer be installed with each HP Turbine or TRU/FLO Compound meter to prevent meter damage and to ensure accurate registration regardless of the configuration of the meter installation.

## Performance

When installed at the inlet of a turbine or compound meter, the strainer performs two very important functions:

- It provides protection against damage to the turbine meter measuring element from debris or foreign material in the pipeline.
- The stainless steel, plate-type strainer element is designed to improve the velocity profile of the flow stream entering the meter. This velocity profile improvement optimizes turbine meter performance. Good metering practice normally requires 8 to 10 diameters of straight pipe at the meter inlet to minimize velocity profile distortion caused by upstream valves or other fittings. The Neptune strainer reduces this long straight-run requirement and simplifies meter installation.

## Construction

Neptune strainers are built of the highest-quality, time-proven materials available for water pipeline service. Strainer bodies and covers in 1½" through 10" sizes are made of lead free, high-copper alloy or Rilsan® nylon-coated ductile iron. Strainer elements and cover bolts in all sizes are stainless steel.

Neptune strainers are rated at 150 psi working pressure. Each strainer is hydrostatically tested at 300 psi before shipment to ensure hydraulic integrity.

## Warranty

Neptune provides a limited warranty with respect to its strainers for performance, materials, and workmanship. For owner maintenance purposes, Neptune offers a complete inventory of replacement parts. When required, maintenance is easily accomplished without removing the strainer from the service line.

## KEY FEATURES

Lead free, high-copper alloy or Rilsan nylon-coated ductile iron body ensures durability; chemical and corrosion resistant

NSF/ANSI 61 certified and NSF/ANSI 372 compliant

Low head loss

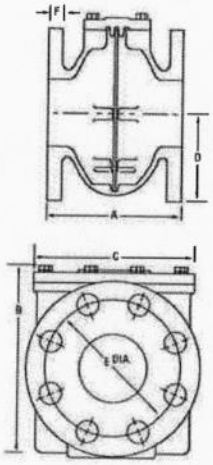
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

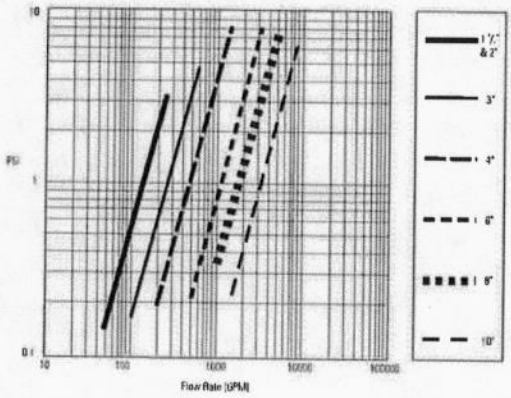
In-line serviceability

## Dimensions

| Meter Size | A in/mm | B in/mm | C in/mm | D in/mm | E in/mm | F in/mm | No. of Holes | Hole Dia. in/mm | Weight lbs/ kg |
|---|---|---|---|---|---|---|---|---|---|
| 1 ½" | 7<br>178 | 6<br>152 | 5 ¼<br>133 | 2 ⅛<br>54 | 4 ½<br>114 | ¾<br>19 | 2 | ¾<br>19 | 15<br>6.8 |
| 2" | 7<br>178 | 6<br>152 | 5 ¼<br>133 | 2 ⅛<br>54 | 4 ½<br>114 | ¾<br>19 | 2 | ¾<br>19 | 15<br>6.8 |
| 3" | 6<br>152 | 8 ½<br>216 | 8 ¾<br>222 | 3 ¾<br>95 | 6<br>152 | ⅝<br>16 | 4 | ¾<br>19 | 30<br>13.6 |
| 4" | 7 ½<br>191 | 9 ¾<br>248 | 10 ½<br>267 | 4 ½<br>114 | 7 ½<br>191 | 11/16<br>17 | 8 | ¾<br>19 | 42<br>19.0 |
| 6" | 9<br>229 | 11 ¾<br>298 | 11 ½<br>292 | 5 ½<br>140 | 9 ½<br>241 | ⅞<br>22 | 8 | ⅞<br>22 | 70<br>31.8 |
| 8" | 10<br>254 | 14<br>356 | 13 ½<br>343 | 6 ¾<br>171 | 11 ¾<br>298 | 1 ⅛<br>29 | 8 | ⅞<br>22 | 120<br>54.5 |
| 10" | 15<br>381 | 18 ¼<br>464 | 18 ¼<br>464 | 8<br>203 | 14 ¼<br>362 | 1 3/16<br>30 | 12 | 1<br>25 | 160<br>72.6 |




## Pressure Loss




## Options

Rilsan nylon-coated ductile iron

Lead free, high-copper alloy

## Maximum Operating Pressure

150 psi

## Part Numbers

Lead Free, High-Copper Alloy

- 1½" 53145-000
- 2" 53120-000
- 3" 53107-000
- 4" 53107-100
- 6" 52000-201
- 8" 52000-304
- 10" 52000-402

Lead Free, Rilsan Nylon-Coated Ductile Iron

- 1½" 53145-100
- 2" 53120-600
- 3" 53107-600
- 4" 53107-700
- 6" 52000-601
- 8" 52000-704
- 10" 52000-802

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1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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# Trimble Ranger 3XE Handheld Data Collector



## Streamline and Automate Water Measurement

When you work with the Neptune® R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

## Protect Assets While Adopting New Technologies

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-CODER®)R900*i*™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

## Address Customer Issues And Improve Service

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-CODER®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.

## KEY BENEFITS

### Increases Efficiency

- Supports multiple data collection methods – manual keyed entry, probed, and mobile RF
- Integrated HR2650i receiver for easy transition to mobile RF
- Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

### Protects your meter reading data

- SD card backup
- Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
- Meets IP67 for protection against dust and water intrusion

### Analyze data at the source

- View data logging graphs in the field to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

## *Specifications*

Operating System

- Windows Mobile 6.5 Professional

Software Application

- N_SIGHT® (version 4.7 or later)

Processor

- TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz

Memory

- 256 MB RAM

Display

- 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting

Keyboard:

- QWERTY full keypad with number pad, directional buttons with 4 programmable buttons

Power Supply

- Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
- Power management system
- Integrated charge status and low battery indicator
- Typical 10+ hour work day

Communication

- Bluetooth 2.0 + EDR
- WiFi (802.11b/g)

WWAN Radios

- HSDPA, Tri-band
- HSDPA/UMTS: 850/1900/2100 MHz, Quad-band
- GSM/GPRS/EDGE
- CDMA

Audio

- Integrated speaker and microphone

AMR RF Receiver

- HR2650i integrated receiver, Also compatible via Bluetooth with R900 BCT

Dimensions

- Height: 1.9" (4.8 cm)
- Width: 5.2" (13.1 cm)
- Length: 10.5" (26.6 cm)
- Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus

Temperature Range

- Operating: -22°F to +140°F (-30°C to +60°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

Environmental – Meets or Exceeds:

- Water: IEC-529, IP67
- Sand & Dust: IEC-529, IP67
- Drop: MIL-STD-810G, Method 516.6, Procedure IV
- Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
- Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
- Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
- Humidity: MIL-STD-810G, Method 507.5
- Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III

Approvals

- FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461

Accessories

- Ethernet communications and charging cradle
- Replacement lithium-ion battery
- Hand strap
- AC power adapter
- Anti-glare screen protector
- Stylus

Warranty

- Two year comprehensive warranty
- Hardware and software maintenance contracts available

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**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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# E-CODER®)R900*i*™



## Protect And Expand Your Technology Investments

Neptune® designed the R900® System to make it easy for your utility – installation, everyday use, and expansion for the future without stranded assets. The E-CODER®)R900*i*™ combination absolute encoder register/ radio frequency meter interface unit (RF MIU) is a perfect example of all of the above. Not only does it work with past generations of meters and meter reading systems, but seamless integration is built into this single-unit end-point itself, providing two-way communications of advanced metering data. The E-CODER)R900*i*'s interleaved mobile and high-power fixed network messages allow for simple migration from mobile to fixed network reading without site visits or reprogramming.

## Streamline Operations And Manage Resources

In addition to eliminating the need for programming, the E-CODER)R900*i* has no external wires, making installation easier, faster, and less costly; plus it reduces potential vandalism or tamper. As with the rest of the R900 System, the design of the unit is intuitive and user-friendly so that minimal training is required for operation. It's designed to help manage time, labor, and other resources. The radio frequency transmission of the E-CODER)R900*i* can save your utility significant amounts of time in terms of both meter reading and billing, and provide flexibility to reallocate personnel to different tasks or departments depending on your changing workforce needs.

## Do More With Detailed, Actionable Data

The types of data your utility can generate through the E-CODER)R900*i* can take you far beyond a simple meter reading for a monthly bill. Hourly consumption profile information over an account's last 96 days, along with alerts for leak or backflow, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune® 360™ host software, your utility can leverage detailed data from the E-CODER)R900*i* to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the E-CODER)R900*i* can help your utility make better, more confident decisions.

## KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- No external wires
- Reduces labor cost
- Reduces potential wire vandalism and damage

## Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247:
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity:
  - Inside set - 0 to 95%, condensing
  - Pit set - 100% submersible

Materials

- Register housing:
  - Inside set: plastic polycarbonate
  - Pit set: roll-sealed copper shell
- Lens:
  - Inside set: plastic
  - Pit set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna:
  - 18" Coax
  - 6' Coax
  - 20' Coax

## Options

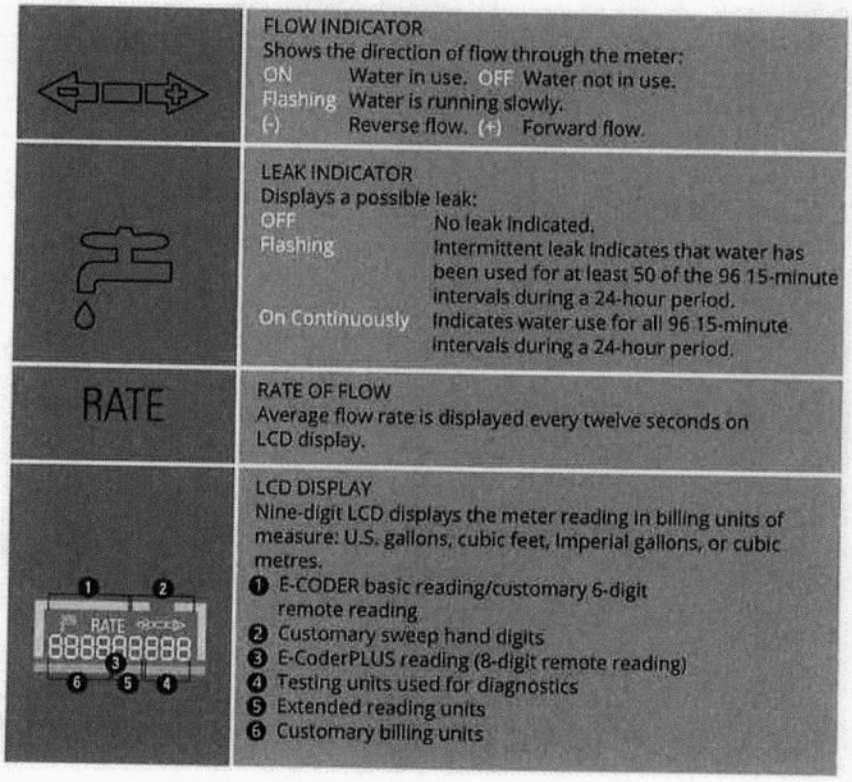
Compatibility

- Available for all sizes and makes of current Neptune meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

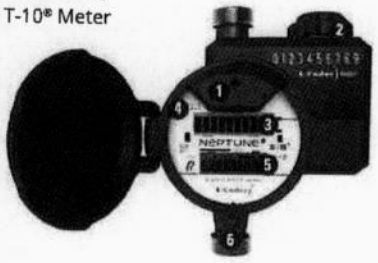
Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

## Warranty

20 years (10/10); refer to specific Warranty Statement




1. Internal Antenna
2. Optional Antenna Port
3. Solar Panel
4. Date of Manufacture
5. LCD Display
6. T-10® Meter



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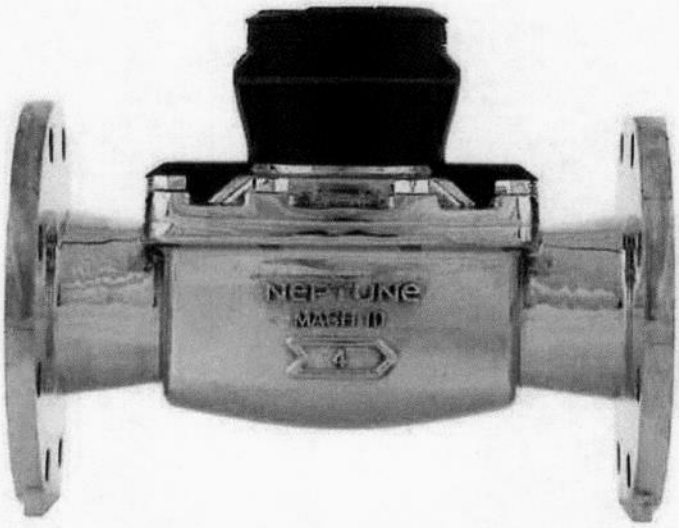
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**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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# Superior Accuracy. Zero Maintenance.

## Neptune® MACH 10® Ultrasonic Meter




The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3", 4", and 6"
- Advanced ultrasonic technology with easily replaceable UME design
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Available in standard turbine and compound lay lengths
- Lead free, high-copper alloy maincase
- Open flow path design with low pressure loss

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## Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

Cold water measurement of flow in potable water applications

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

## Options

Units of Measure

- U.S. gallons, cubic feet, cubic metres

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

## Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

## System Compatibility

- Compatible with Neptune R900® and CMIU. Also available in MACH 10®)R900*i*™and MACH 10®)TC configurations for an integrated radio solution.

## Operating Characteristics

| Meter Size | Extended Low Flow @ 100% Accuracy (+/- 3.0%) | Normal Operating Range @ 100% Accuracy (+/- 1.5%) | Safe Maximum Operating Capacity |
|---|---|---|---|
| 3" | 0.50 U.S. gpm | 0.625 to 500 U.S. gpm | 500 U.S. gpm |
| 4" | 0.75 U.S. gpm | 1.0 to 1200 U.S. gpm | 1200 U.S. gpm |
| 6" | 1.0 U.S. gpm | 1.5 to 2000 U.S. gpm | 2000 U.S. gpm |

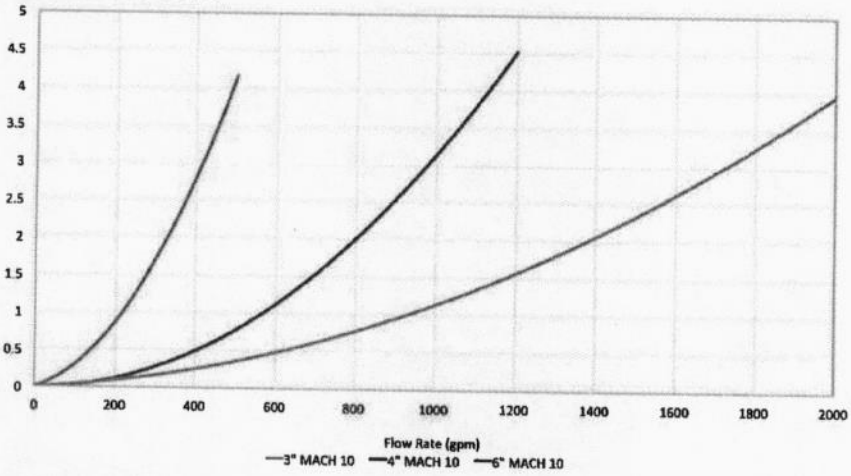
## Dimensions

| Meter Size | Length | Height |
|---|---|---|
| 3" | 12" | 9½" |
| | 17" | 9½" |
| 4" | 14" | 11" |
| | 20" | 11" |
| 6" | 18" | 12¾" |
| | 24" | 12¾" |

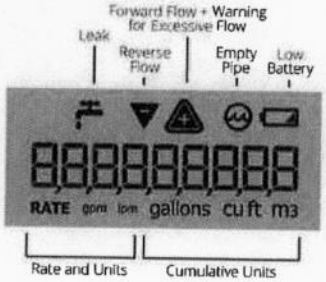
## Registration

| High Resolution (8-digit reading) | 3" | 4" | 6" |
|---|---|---|---|
| 1 U.S. Gallons | √ | √ | |
| 10 U.S. Gallons | | | √ |
| 0.1 Cubic Feet | √ | √ | |
| 1 Cubic Feet | | | √ |
| 0.01 Cubic Metres | √ | √ | |
| 0.1 Cubic Metres | | | √ |

## Pressure Loss




## LCD Display




LoRa Alliance Certified™

neptunetg.com

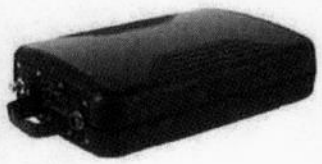

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293



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# MRX920™ Mobile Data Collector and MX900™ Software



## Make Reading Success and Efficiency Automatic

Reliable, accurate, and field-proven, Neptune's MRX920™ mobile data collector – along with its MX900™ meter routes and mapping software – has helped water utilities across North America streamline, automate, and increase operational efficiencies. As part of Neptune's R900® System, the MRX920 helps transform data into actionable information that helps identify hidden causes of loss and optimize operational efficiency.

Strapped to the seat of your utility vehicle, the MRX920 reads up to fifty (50) meters simultaneously as your meter reader cruises down the streets. And in conjunction with the routes-integrated/Esri®-powered MX900 mapping, meter reading is automatic, fast, and effortless for your meter readers, accurate with less manpower deployed for your utility.

The MRX920 comes with Bluetooth capability, so your meter readers have the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office[1,2].

Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune data collection systems have a common, core code base which translates to faster availability of new features and functionalities for your utility.

## Make Migration to Other Technology Simple

The R900 System is designed to easily accommodate and support past generations of meters, encoder registers, and data collectors – while at the same time giving your utility the flexibility to incorporate future innovations as needed. The MRX920 is no exception, providing seamless compatibility with all generations of R900 MIUs. Its industry-leading performance can save days or even weeks for your meter reading routes, and new features within its MX900 software, such as Esri-powered mapping and wireless mobility, make valuable data available in real time as you read your system. Feel free to phase in these new features and equipment at your own pace, secure in the knowledge that Neptune will support your future needs without leaving you with stranded assets.

## KEY BENEFITS

### Reduced Meter Reading Time

- Reads up to fifty (50) meters simultaneously

### Simple Access to Actionable Data

- Esri-powered GIS maps[1] show meter reading and flag status
- Wireless mobility – communicate meter reading data back to N_SIGHT® in real time[1]
- User-configurable advanced filtering shows you only the information you need
- Data logging and off-cycle reads without physical access to the meters

### Analyze Data at the Source

- View data logging graphs in the field and share with homeowner to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER®-equipped meters

[1] *Optional MX900™ Mapping and Mobility module required. Mobile computing device recommended and not included.*
[2] *Cellular or Internet connection required.*

Save Your Utility – and Your Customers – Time and Money

While the R900 System always allows your utility to migrate forward to implement fixed network data collectors, or backward to use RF technology for individual off-cycle readings or data logging, using the MRX920 and MX900 software as a part of your system makes for fast and simple access to information that can provide effective resolutions to customers' water-related issues. With detailed consumption data in hand while working in the field, along with proactive alerts of leaks and backflow conditions, you can enhance customer service. In the process, you can even preempt high bill complaints, reduce delinquent payments, and eliminate write-offs.

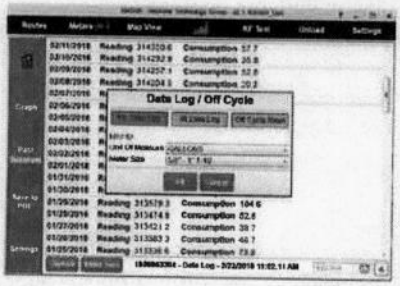
## *Specifications*

Physical Specifications

- Dimensions:
  8" (width) x 3.15" (height) x 11" (length excluding connections and handle)
- Weight: ~5 lbs

Electrical Specifications

- Power consumption: < 1A
- Power supply: 12V DC via vehicle power source adapter







Neptune recommends the following mobile computing hardware specifications for optimal performance:

- 12.1" XGA (800 x 600) minimum
- 89-key keyboard
- Operating System:
  - Windows® 7 Professional 32 & 64
  - Windows® 8 Professional 32 & 64
  - Windows® 8.1 Professional 64
  - Windows® 10 Professional 64
- .Net Framework 4.5 or higher
- Processor: Intel Pentium 1.7 Ghz or faster processor
- Memory: 1 GB minimum
- Communication
  - Internal 802.11 b/g wireless LAN
  - Windows Wireless Connection Manager (if Bluetooth connection to the receiver is desired, Bluetooth v2.1 + EDR required)
- USB 2.0
- GPS receiver (required for the mapping and mobility module)
- Minimum of 2 GB of available hard drive space

Environmental Conditions

- Operating temperature:
  -4°F to +122°F (-20°C to +50°C)
- Storage temperature:
  -40°F to +185°F (-40°C to +85°C)
- Operating humidity: 5 to 95% non-condensing relative humidity

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800-633-8754 f 334-283-7293

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# R900® Wall or Pit Meter Interface Unit (MIU)



### Build Onto Your Existing Technology Investment

As part of Neptune's R900® System, the R900® meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of equipment. At the same time, it allows your utility to incorporate innovations as you need. A single radio frequency unit that can transmit meter reading data using any reading method – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without stranded assets.

### Conserve Resources, Simplify Operations

With the pressures your utility faces, Neptune® knows you don't have time, personnel, water, or revenue to waste. That's why we designed the R900 MIU and the rest of the system for ease of use. In addition, the R900 MIU's interleaved, high-power, 1 Watt fixed network message reduces infrastructure costs while allowing reading in any mode – without separate reading systems, site visits, or any type of MIU reconfiguration. The R900 MIU provides fixed network transmission capability at all times, while it also transmits readings for walk-by or mobile methods. Making operations even easier, the user-friendly, intuitive R900 System design requires only minimal training, providing you flexibility to adapt to changes in your workforce and reallocate staff to different departments as needed.

### Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

## KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

## Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
  - 18" Coax
  - 6' Coax
  - 20' Coax

Encoded Register Compatibility

- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

## Options

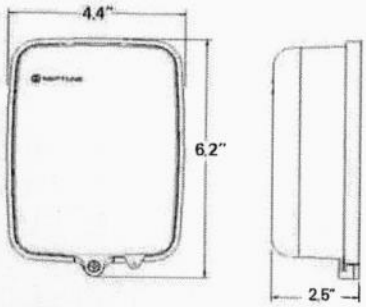
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

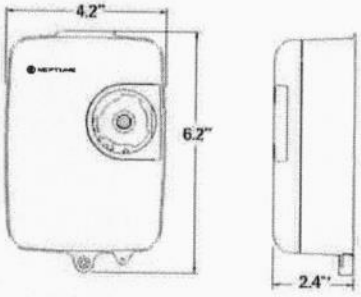
## Warranty

20 years (10/10); refer to specific Warranty Statement

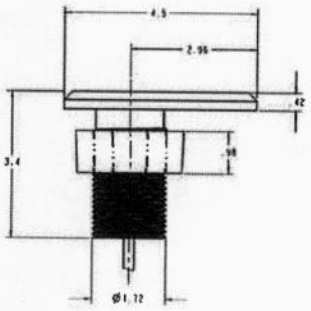
## Dimensions




R900 Wall MIU




R900 Pit MIU



R900 Pit Antenna

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800-633-8754 f 334-283-7293

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# T-10® METER

SIZES: 1 ½" and 2"



### Construction

Every Neptune® T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

### Warranty

See Neptune Meter Warranty Statement for warranty details.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

## KEY FEATURES

### Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

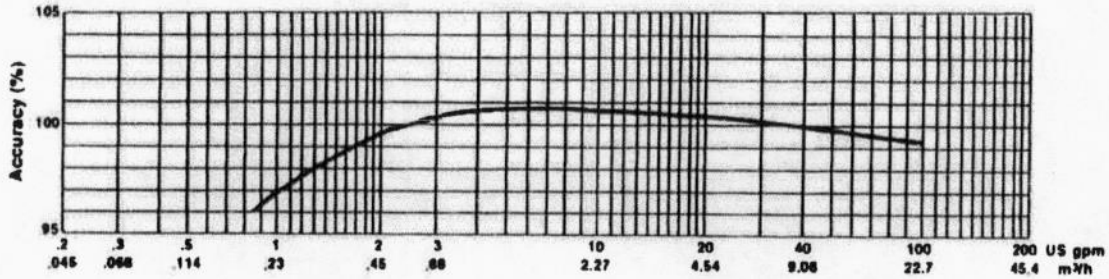
### Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 Certified
- NSF/ANSI 372 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic
- Electrical grounding continuity

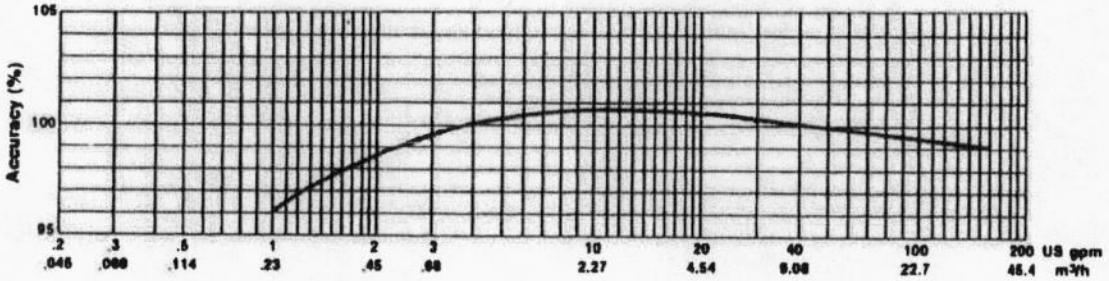
### Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

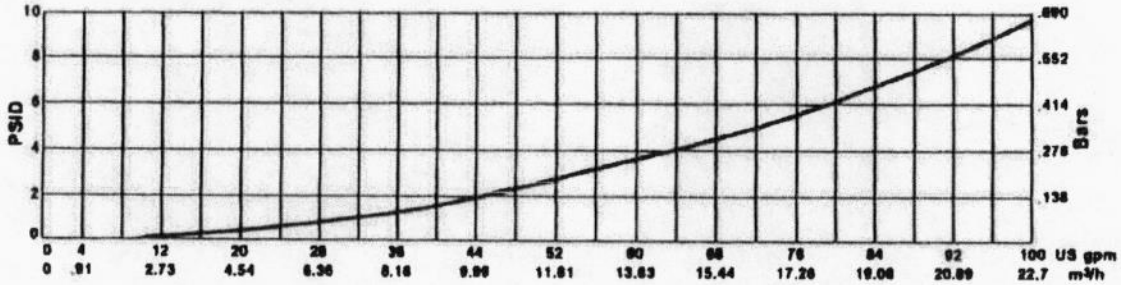
## 1 ½" Accuracy



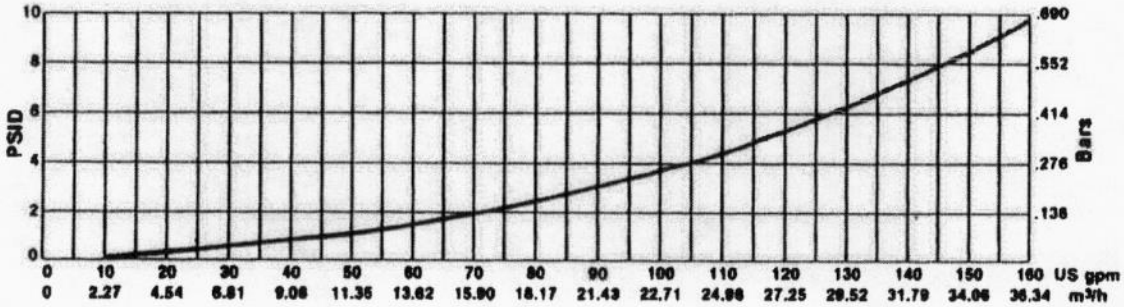

## 2" Accuracy




## 1 ½" Pressure Loss




## 2" Pressure Loss




*These charts show typical meter performance. Individual results may vary.*

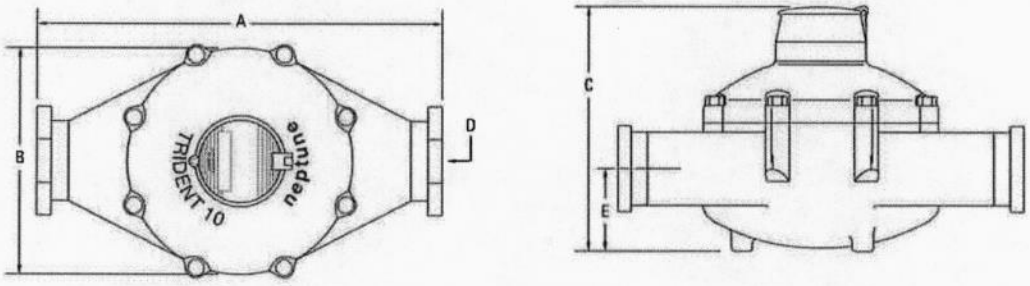
## *Operating Characteristics*

| Meter Size | Normal Operating Range @100% Accuracy (±1.5%) | AWWA Standard | Low Flow @ 95% Accuracy |
|---|---|---|---|
| 1 ½" | 2 to 100 US gpm<br>0.46 to 22.73 m³/h | 5 to 100 US gpm<br>1.1 to 22.7 m³/h | ¾ US gpm<br>0.17 m³/h |
| 2" | 2 ½ to 160 US gpm<br>0.57 to 36.36 m³/h | 8 to 160 US gpm<br>1.8 to 36.3 m³/h | 1 US gpm<br>0.23 m³/h |

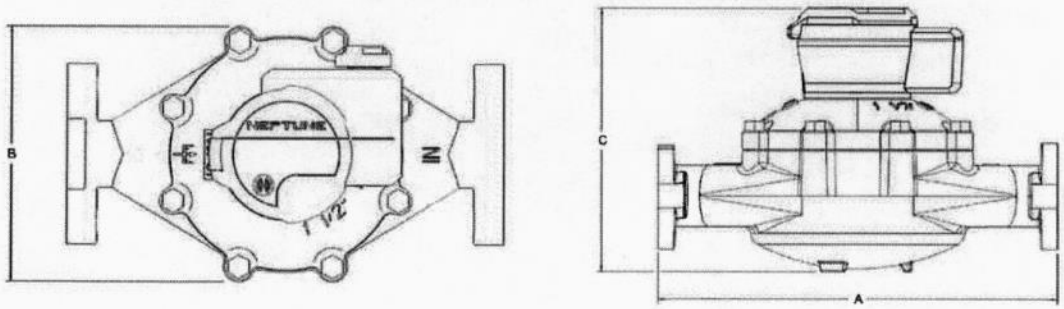
## *Dimensions*

| Meter Size | A in/mm | B in/mm | C-Std. in/mm | C-ARB in/mm | C- E-CODER®) R900/™ or ProCoder™) R900/™ | D- Threads per inch | D- Thread Type | E in/mm | Weight lbs/kg |
|---|---|---|---|---|---|---|---|---|---|
| 1 ½" Screw End | 12 5/8<br>321 | 8 1/16<br>205 | 8 1/8<br>206 | 8 13/16<br>220.3 | 8 3/8<br>213 | 11 1/2 | 1 1/2<br>NPT | 2 9/16<br>65 | 31<br>14.1 |
| 1 ½" Flanged End | 13<br>330 | 8 1/16<br>205 | 8 1/8<br>206 | 8 13/16<br>220.3 | 8 3/8<br>213 | — | — | 2 9/16<br>65 | 35<br>15.9 |
| 2" Screw End | 15 1/4<br>387 | 9 7/16<br>240 | 9 5/16<br>237 | 9 15/16<br>248.4 | 9 1/2<br>241 | 11 1/2 | 2"<br>NPT | 3 1/8<br>79 | 40<br>18.1 |
| 2" Flanged End | 17<br>432 | 9 7/16<br>240 | 9 5/16<br>237 | 9 15/16<br>248.4 | 9 1/2<br>241 | — | — | 3 1/8<br>79 | 44<br>20.0 |

T-10 With Standard Register




T-10 With E-CODER®)R900/™ or ProCoder™)R900/™ Pit Register



## Guaranteed Systems Compatibility

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™,E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune ARB® Utility Systems™ without removing the meter from service.

## Specifications

Certification
- NSF/ANSI 61, NSF/ANSI 372

Application
- Cold water measurement of flow in one direction

Maximum Operating Water Pressure
- 150 psi (1,034 kPa)

Maximum Operating Water Temperature
- 80°F

Measuring Chamber
- Nutating disc technology design made from proprietary synthetic polymer

## Registration

| ProRead Registration (per sweep hand revolution) | | 1 ½" | 2" |
|---|---|---|---|
| 100 | US Gallons | ✓ | ✓ |
| 100 | Imperial Gallons | ✓ | ✓ |
| 10 | Cubic Feet | ✓ | ✓ |
| 1 | Cubic Metre | | ✓ |
| .01 | Cubic Metre | ✓ | |
| **Register Capacity ProRead, ProCoder, and E-CODER** | | **1 ½"** | **2"** |
| 100,000,000 | US Gallons | ✓ | ✓ |
| 100,000,000 | Imperial Gallons | ✓ | ✓ |
| 10,000,000 | Cubic Feet | ✓ | ✓ |
| 100,000 | Cubic Metres | ✓* | |
| 1,000,000 | Cubic Metres | ✓** | ✓ |
| **E-CODER High Resolution (8-digit reading)** | | **1 ½"** | **2"** |
| 1 | US Gallons | ✓ | ✓ |
| 1 | Imperial Gallons | ✓ | ✓ |
| 0.1 | Cubic Feet | ✓ | ✓ |
| 0.01 | Cubic Metres | | ✓ |
| 0.001 | Cubic Metres | ✓ | |
| **ProCoder High Resolution (8-digit reading)** | | **1 ½"** | **2"** |
| 1 | US Gallons | ✓ | ✓ |
| 1 | Imperial Gallons | ✓ | ✓ |
| 0.1 | Cubic Feet | ✓ | ✓ |
| 0.01 | Cubic Metres | ✓ | ✓ |

**ProRead and E-CODER only **ProCoder only*

## Options

Sizes
- 1 ½" flanged or threaded end
- 2" flanged or threaded end

Units of Measure
- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types
- Direct reading: Bronze box and cover
- Remote reading: ProRead Absolute Encoder, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Measuring Chamber
- Synthetic polymer

Companion Flanges
- Lead free, high-copper alloy

Environmental Conditions
- Operating temperature: +33°F to +49°F (0°C to +65°C)
- Storage temperature:
- +33°F to +158°F (0°C to +70°C)

Test Ports
- 1" (optional)

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**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

# R900® Belt Clip Transceiver

## Automate Measurement to Activate Operational Efficiency

As part of the Neptune® R900® System, the R900® Belt Clip Transceiver (R900 BCT) is your utility personnel's partner in mobile meter reading and in-field customer support and is now iOS compatible.

The R900 BCT's two-way communications to the R900® MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

## Move Ahead with Backward Compatibility and Forward Innovation

The R900 BCT, as with the rest of the Neptune R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Now, the R900 BCT is capable of reading electric, bubble-up ERT® devices and processing SCM or SCM+ message files that these ERT devices transmit. This gives utilities the freedom of equipping with just the R900 BCT to read both water and electric meters.

So, go ahead and phase in new features and equipment at your own pace with confidence that Neptune will support your future needs without leaving you with stranded assets.

## Present Consumption Data in the Field for Proactive Customer Service

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a mobile device running Neptune software, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll[1]. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentment of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.




**KEY BENEFITS**

### Increases meter reading efficiency

- Increased RF throughput capabilities which reduce reading time in high-density R900 environments
- Two-way communications to R900 MIU which reduces time required to retrieve data logging information
- Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions

### No stranded assets

- Compatible with all generations of R900 MIUs
- Probe compatibility with Advantage and Pocket ProReader
- Connects via Bluetooth to Trimble Nomad or Trimble Ranger for meter reading
- Connects via Bluetooth to Android or iOS mobile devices for in-field customer support
- Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products

**KEY BENEFITS CONTINUED**

Reads ERT devices

- Compatible with Itron electric ERT technology (bubble-up ERTs only)
- Processes SCM and SCM+ message format

Analyze data at the source with either a smart phone or tablet

- Test-read R900s in the field or before installation to obtain reading and E-CODER® flag events
- Retrieve 96 days of hourly interval data logging information
- View graph of data logging intervals in the field
- Share data logging graph information with homeowner to address high bill complaints

*[1]Contact Neptune Customer Support for the latest device and operating system compatibilities.*

## *Specifications*

Communication: Bluetooth 2.1 or later and USB

Handheld Software Compatibility: N_SIGHT® version 4.7 or later

Power Supply

- Rechargeable lithium-ion battery pack – 5000 mAh capacity
- Field-replaceable, recommended replacement every 2 years

Memory: 4GB SD card

Device Compatibility

- Trimble Nomad 900B/900LE/1050B/1050LE, Trimble Ranger 3, and Android/iOS mobile devices[1]

Indicators

- Four LEDs identify Bluetooth communication, RF status, mode status, and battery status

Dimensions

- Height: 3.58" (9.1 cm)
- Width: 1.66" (4.22 cm)
- Length: 5.75" (14.6 cm)

Weight: 1.1 lbs. (499g) including rechargeable battery

Temperature Range

- Operating: -4°F to +122°F (-20°C to +50°C)
- Storage: -40°F to +185°F (-40°C to +85°C)

Accessories

- Spare battery
- Spare battery charger
- Belt clip
- SD card
- 12V USB vehicle power cable

Warranty

- One-year comprehensive warranty
- Hardware maintenance contracts available

Receiver Channels: 50

Number of Simultaneous Channels: 8

Approvals

- FCC Class B
- IC

## *Mode Overview*

| | Normal | Unattended Operations | USB Mass Storage |
|---|---|---|---|
| Bluetooth Pairing to Devices | Required | N/A | No. Used for firmware updates and transfer of data via USB from SD card to Neptune software |
| Trimble Nomad 900B/900LE/ 1050B/1050LE Compatible | Yes | N/A | |
| iOS App Compatible | Yes | N/A | |
| Android App Compatible | Yes* | N/A | |
| R900 Compatible | Yes | Yes | |
| Advantage / Pocket ProReader Compatible | Yes | No | |
| Data Logging Compatible | Yes | No | |
| SD Card Data Storage | Yes | Yes | |

**Advantage/Pocket ProReader and data logging not supported in Android NGO app.*

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**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

# Fire Hydrant Meter

SIZE: 3"

The Neptune® Fire Hydrant water meter is designed for mobile use in metering flows from fire hydrants. The meter measures a wide flow range to maximize revenue. It meets or exceeds the latest performance requirements of AWWA. Maximum flow rates may be exceeded by 25% for intermittent flows.

The Fire Hydrant water meter consists of a lightweight, aluminum maincase fitted with a 2" gate valve, a turbine measuring element, and a roll-sealed register.

### Construction

The aluminum maincase is Xylan® coated for corrosion resistance and is lightweight, compact, and easy to handle. This meter features a unique "balanced handle" which makes carrying and installing it easier than any other fire hydrant meter on the market. A 2" gate valve enables the user to regulate the water flow without opening and closing the fire hydrant.

The unitized measuring element (UME) allows for quick and easy interchangeability.

Exclusive dual graphite bearings provide equalized rotor loading for accuracy over a broad flow range. The thrust-compensated rotor configuration relieves pressure on the thrust bearings, which minimizes wear and provides sustained accuracy over an extended operating life. A tamper-resistant stainless steel calibration vane allows recalibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

### Warranty

Neptune provides a limited warranty with respect to its Fire Hydrant meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by replacement of major components or a factory-calibrated UME.

## KEY BENEFITS

Roll-Sealed Register

- Permanently-sealed, magnetic-driven register assembly eliminates leaking and fogging
- Locking register lid secures during transportation, protecting register lens
- Glass lens ensures readability and scratch resistance
- Tamperproof design prevents vandalism and allows in-service replacement of register

Cast Aluminum Maincase

- NSF/ANSI 372
- Xylan coating ensures maximum corrosion resistance
- Lightweight material ensures easy handling
- Single, balanced carrying handle provides for easy, one-person installation
- 2" gate valve allows safe pressurization of measuring element and regulation of water flow

Turbine Measuring Element

- Wide flow ranges at 98.5%-101.5% accuracy ensure maximized revenues
- Direct coupling of rotor to gear train ensures accurate registration
- UME makes maintenance easier and faster
- Stainless steel calibration vane ensures accurate registration and makes calibration easier

## Specifications

Application

- Cold water measurement of flow in one direction

Maximum operating pressure

- 150 psi

Normal operation range

- 5-450 gpm (at accuracy of 100 +/- 1.5%)

Register type

- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator
- Bronze box with locking cover

Strainer

- Plastic

Registration

- Per sweep hand revolution: 100 gallons, 10 cubic feet, 1 cubic metre

Register capacity (six-wheel odometer)

- 100,000,000 gallons
- 10,000,000 cubic feet
- 1,000,000 cubic metres

Measuring element

- AWWA Class II Turbine

## Options

Size

- 2½" outlet (with 2½" gate valve)

Strainer

- Stainless steel (internal)

Orifice plate

- Size for application

Units of measure

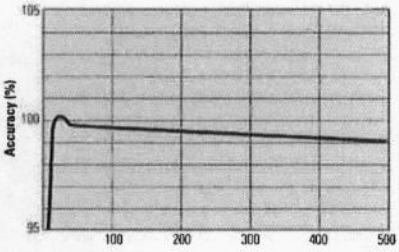
- U.S. gallons, cubic feet, cubic metres

Connections

- Less Coupling: 3" x 2" NPT
- With Coupling: 2½" NH

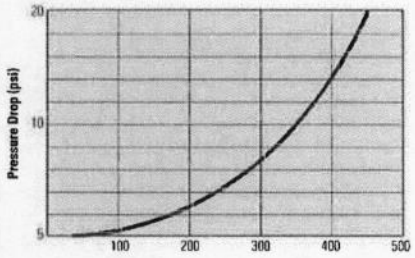
## ACCURACY CHART

(Rate of Flow in Gallons per Minute)




## PRESSURE LOSS CHART

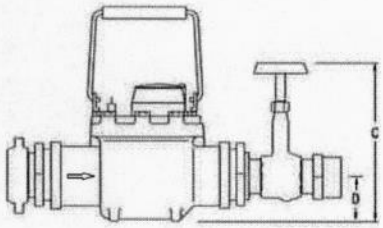
(Rate of Flow in Gallons per Minute)




These charts show typical meter performance. Individual results may vary.

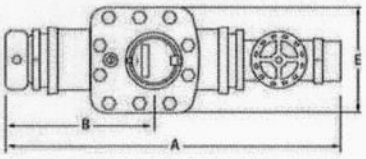
## Operating Characteristics

| Meter Size | Normal Operating Range @ 100% Accuracy (+/- 1.5%) | Maximum Intermittent Flow | AWWA Standard |
|---|---|---|---|
| 3" | 5 to 450 US gpm<br>1.14 to 102.2 m³/h | 560 US gpm 127.2 m³/h | 8 to 435 US gpm<br>1.8 to 98.8 m³/h |




## Dimensions

| 3" Fire Hydrant | A inches | B inches | C inches | D inches | E Inches | Weight lbs. |
|---|---|---|---|---|---|---|
| Less Coupling | 15 ½ | 7 ½ | 11 ½ | 2 ⅞ | 7 ½ | 23 |
| With Coupling | 19 ¼ | 10 | 11 ½ | 2 ⅞ | 7 ½ | 29 |




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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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**MASTER AGREEMENT FOR**
**WATER METER AND METER READING**
**EQUIPMENT PURCHASES**

**EXHIBIT B**
**COST SCHEDULE**

| | A | B | C | D |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | **City of Cocoa** | |
| 3 | | | **Sunstate Meter & Supply, Inc. - Neptune Products Price List** | |
| 4 | | | | |
| 5 | **Warehouse Inventory #** | **Part Number** | **Item Description** | **Unit Price** |
| 6 | 673-008-00005 | ED2B31RWG3 | 5/8"x3/4" T10 PB Meter W/R900i Gallon Register | $ 180.00 |
| 7 | 673-606-00016 | ED2B31RWG3S334 | 5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register | $ 180.00 |
| 8 | | | | |
| 9 | | ED2D21RWG3 | 3/4" T10 BB Meter W/R900i Gallon Register | $ 209.00 |
| 10 | | ED2D21RWG3S334 | 3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register | $ 209.00 |
| 11 | | | | |
| 12 | 673-008-00006 | ED2F21RWG3 | 1" T10 BB Meter W/R900i Gallon Register | $ 256.00 |
| 13 | 673-606-00017 | ED2F21RWG3S334 | 1" T10 BB Meter W/R900i RECLAIMED Gallon Register | $ 256.00 |
| 14 | | | | |
| 15 | 673-008-00007 | ED2H11RWG3 | 1 1/2" T10 Flanged Meter W/R900i Gallon Register | $ 421.00 |
| 16 | 673-008-00017 | ED2H21RWG3 | 1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register | $ 421.00 |
| 17 | | | | |
| 18 | 673-008-00008 | ED2J11RWG3 | 2" T10 Flanged Meter W/R900i Gallon Register | $ 545.00 |
| 19 | 673-008-00018 | ED2J21RWG3 | 2" T10 SE (Female Threaded Meter) W/R900i Gallon Register | $ 545.00 |
| 20 | | | | |
| 21 | | ET4HRWG3 | 1 1/2" HPT Meter W/R900i Gallon Register | $ 618.90 |
| 22 | | ET4HRWG3S334 | 1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register | $ 618.90 |
| 23 | | | | |
| 24 | | ET4ARWG3 | 2" HPT Meter W/R900i Gallon Register | $ 620.00 |
| 25 | | ET4ARWG3S334 | 2" HPT Meter W/R900i RECLAIMED Gallon Register | $ 620.00 |
| 26 | | | | |
| 27 | | ET4BRWG3 | 3" HPT Meter W/R900i Gallon Register | $ 1,036.50 |
| 28 | | ET4BRWG3S334 | 3" HPT Meter W/R900i RECLAIMED Gallon Register | $ 1,036.50 |
| 29 | | | | |
| 30 | | ET4CRWG3 | 4" HPT Meter W/R900i Gallon Register | $ 1,158.53 |
| 31 | | ET4CRWG3S334 | 4" HPT Meter W/R900i RECLAIMED Gallon Register | $ 1,188.53 |
| 32 | | | | |
| 33 | | ET4DRWG3 | 6" HPT Meter W/R900i Gallon Register | $ 1,920.73 |
| 34 | | ET4DRWG3S334 | 6" HPT Meter W/R900i RECLAIMED Gallon Register | $ 1,920.73 |
| 35 | | | | |
| 36 | | ET4ERWG3 | 8" HPT Meter W/R900i Gallon Register | $ 2,756.00 |
| 37 | | ET4ERWG3S334 | 8" HPT Meter W/R900i RECLAIMED Gallon Register | $ 2,756.00 |
| 38 | | | | |
| 39 | | ET4FRWG3 | 10" HPT Meter W/R900i Gallon Register | $ 4,603.00 |

| | A | B | C | D |
|---|---|---|---|---|
| 40 | | ET4FRWG3S334 | 10" HPT Meter W/R900i RECLAIMED Gallon Register | $ 4,603.00 |
| 41 | | | | |
| 42 | 673-008-00020 | EC2ARWG3 | 2" Tru Flo Compound Meter W/R900i Gallon Register | $ 1,420.73 |
| 43 | | EC3BRWG3 | 3" Tru Flo Compound Meter W/R900i Gallon Register | $ 2,073.00 |
| 44 | | EC3CRWG3 | 4" Tru Flo Compound Meter W/R900i Gallon Register | $ 2,426.82 |
| 45 | | EC3DRWG3 | 6" Tru Flo Compound Meter W/R900i Gallon Register | $ 4,024.40 |
| 46 | | | | |
| 47 | | EP7C1RWG3 | 4"x1" HPPIIIS FS Meter W/R900i Gallon Register | $ 6,529.41 |
| 48 | | EP7D1RWG3 | 6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register | $ 10,588.25 |
| 49 | | EP7E1RWG3 | 8"x2" HPPIIIS FS Meter W/R900i Gallon Register | $ 13,235.30 |
| 50 | | EP7F1RWG3 | 10"x2" HPPIIIS FS Meter W/R900i Gallon Register | $ 16,441.76 |
| 51 | | | | |
| 52 | | 53120-600 | 2" DI Coated Flanged Meter Strainer | $ 267.20 |
| 53 | | 53107-600 | 3" DI Coated Flanged Meter Strainer | $ 475.20 |
| 54 | | 53107-700 | 4" DI Coated Flanged Meter Strainer | $ 568.00 |
| 55 | | 52000-601 | 6" DI Coated Flanged Meter Strainer | $ 968.00 |
| 56 | | 52000-704 | 8" DI Coated Flanged Meter Strainer | $ 2,200.00 |
| 57 | | 52000-802 | 10" DI Coated Flanged Meter Strainer | $ 3,281.60 |
| 58 | | | | |
| 59 | | 53120-000 | 2" Bronze Flanged Meter Strainer | $ 403.65 |
| 60 | | 53107-000 | 3" Bronze Flanged Meter Strainer | $ 717.07 |
| 61 | | 53107-100 | 4" Bronze Flanged Meter Strainer | $ 1,250.00 |
| 62 | | 52000-201 | 6" Bronze Flanged Meter Strainer | $ 1,887.00 |
| 63 | | 52000-304 | 8" Bronze Flanged Meter Strainer | $ 3,165.85 |
| 64 | | 52000-402 | 10" Bronze Flanged Meter Strainer | $ 4,951.20 |
| 65 | | | | |
| 66 | | 9605-001 | 2" Strainer Installation Acc. Kit | $ 15.60 |
| 67 | | 9605-002 | 3" Strainer Installation Acc. Kit | $ 17.60 |
| 68 | | 9605-003 | 4" Strainer Installation Acc. Kit | $ 30.40 |
| 69 | | 9605-004 | 6" Strainer Installation Acc. Kit | $ 76.80 |
| 70 | | 9605-005 | 8" Strainer Installation Acc. Kit | $ 92.80 |
| 71 | | 9605-006 | 10" Strainer Installation Acc. Kit | $ 129.60 |
| 72 | | | | |
| 73 | | | 5/8"x3/4" Mach 10 Meter W/ Pigtail | $ 180.00 |
| 74 | | | 5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register | $ 286.60 |
| 75 | | | | |
| 76 | | | 3/4" Mach 10 Meter W/ Pigtail | $ 200.00 |
| 77 | | | 3/4" Mach 10 Meter W/ R900i Gallon Register | $ 306.60 |
| 78 | | | | |

| | A | B | C | D |
|---|---|---|---|---|
| 79 | | | 1" Mach 10 Meter W/ Pigtail | $ 240.00 |
| 80 | | | 1" Mach 10 Meter W/ R900i Gallon Register | $ 346.00 |
| 81 | | | | |
| 82 | | | 1 1/2" Mach 10 Meter W/ Pigtail | $ 600.00 |
| 83 | | | 1 1/2" Mach 10 Meter W/ R900i Gallon Register | $ 706.60 |
| 84 | | | | |
| 85 | | | 2" Mach 10 Meter W/ Pigtail | $ 733.00 |
| 86 | | | 2" Mach 10 Meter W/ R900i Gallon Register | $ 840.00 |
| 87 | | | | |
| 88 | | | 3" Mach 10 Meter W/ Pigtail | $ 2,266.00 |
| 89 | | | 3" Mach 10 Meter W/ R900i Gallon Register | $ 2,376.00 |
| 90 | | | | |
| 91 | | | 4" Mach 10 Meter W/ Pigtail | $ 2,930.00 |
| 92 | | | 4" Mach 10 Meter W/ R900i Gallon Register | $ 3,040.00 |
| 93 | | | | |
| 94 | | | 6" Mach 10 Meter W/ Pigtail | $ 4,933.00 |
| 95 | | | 6" Mach 10 Meter W/ R900i Gallon Register | $ 5,040.00 |
| 96 | | | | |
| 97 | 3W1143 | ET2BR8G1 | 3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register | $ 1,117.65 |
| 98 | | | | |
| 99 | | | Any Size/Model ProCoder Pit Style Gallon Register | $ 70.00 |
| 100 | | | Any Size/Model Pit Style R900i Gallon Register | $ 159.00 |
| 101 | | | | |
| 102 | | | R900 Wall MIU - 25' Cable | $ 100.00 |
| 103 | | | R900 Pit MIU - 6' Cable W/Pit Lid Antenna | $ 110.00 |
| 104 | 673-008-00014 | 13749-200 | R900 Pit Lid Antenna - 6' | $ 25.00 |
| 105 | | | R900 Pit Lid Antenna - 20' | $ 33.00 |
| 106 | | | R900 High Gain External Pit Antenna W/6' Cable | $ 112.00 |
| 107 | | | | |
| 108 | | | AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data) | $ 375.00 |
| 109 | | | AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data) | $ 406.25 |
| 110 | | | Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data) | $ 406.25 |
| 111 | | | Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data) | $ 466.00 |
| 112 | | | | |
| 113 | | | Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver | $ 5,950.00 |
| 114 | | | Trimble Ranger 3 Charging and Communications Cradle | $ 498.00 |
| 115 | | | R900 Belt Clip Transceiver v3.0 | $ 2,500.00 |
| 116 | | | MRX920v4 Mobile Data Collector | $ 9,950.00 |
| 117 | | | MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete | $ 127.90 |

| | A | B | C | D |
|---|---|---|---|---|
| 118 | | | MRX920 Elevated Feed Magnetic Mount Base Only W/Cable | $ 99.80 |
| 119 | | | | |
| 120 | | | R900 Gateway V4 Fixed Network Data Collector | $ 7,000.00 |
| 121 | | | R900 Gateway 150W Solar Panel Assembly | $ 3,125.00 |
| 122 | | | R900 Gateway UPS Outdoor Power System Assembly | $ 1,975.00 |
| 123 | | | R900 Gateway antenna | $ 362.50 |
| 124 | | | | |
| 125 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers) | $ 5,100.00 |
| 126 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year) | $ 1.02 |
| 127 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year) | $ 0.76 |
| 128 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year) | $ 0.64 |
| 129 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year) | $ 0.59 |
| 130 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year) | $ 0.51 |
| 131 | | | | |
| 132 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers) | $ 15,300.00 |
| 133 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year) | $ 3.06 |
| 134 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year) | $ 2.06 |
| 135 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year) | $ 1.89 |
| 136 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year) | $ 1.78 |
| 137 | | | Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year) | $ 1.02 |
| 138 | | | | |
| 139 | | | Neptune 360 Advanced Set-Up Fee (one-time fee) | $ 3,700.00 |
| 140 | | | Neptune 360 Additional Remote Training (4-hour training window) | $ 852.00 |
| 141 | | | Neptune 360 On-Site Training (8 hours) | $ 1,704.00 |
| 142 | | | Neptune 360 Professional Services (per hour fee) | $ 433.00 |
| 143 | | | ***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.*** | |
| 144 | | | | |
| 145 | | | **Initial Pricing Term Valid Until - August 16, 2021** | |
| 146 | | | (3) Optional one-year extensions available upon mutual consent of both parties. | |
| 147 | | | | |
| 148 | | | ***Sunstate Meter & Supply, Inc.*** | |
| 149 | | | ***14001 W. Newberry Road, Newberry, Fl. 32669*** | |
| 150 | | | **Phone: 352-332-7106** | |
| 151 | | | **Fax: 352-332-5604** | |
| 152 | | | **Contact: Jeff Kimbrough - Director of Sales** | |
| 153 | | | **Cell Phone: 352-516-9791** | |
| 154 | | | **Email: jeff@kimbroughsales.com** | |
| 155 | | | *Jeff Kimbrough - 5/28/2020* | |

**MASTER AGREEMENT FOR**
**WATER METER AND METER READING**
**EQUIPMENT PURCHASES**

**EXHIBIT C**
**PRODUCT WARRANTY**

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# E-CODER®)R900*i* ™

**1. WARRANTY EFFECTIVE DATE**
This warranty will be effective for any E-CODER®)R900*i*™ that has shipped since product introduction.

**2. E-CODER)R900*i***
Neptune Technology Group Inc. warrants that the E-CODER)R900*i* (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-CODER)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-CODER)R900*i* free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

| Year of Failure | E-CODER)R900*i* |
|---|---|
| | Replacement Price Discount* |
| 1-10 | Full replacement: 100% |
| 11 | 50% |
| 12 | 50% |
| 13 | 40% |
| 14 | 40% |
| 15 | 30% |
| 16 | 30% |
| 17 | 20% |
| 18 | 20% |
| 19 | 10% |
| 20 | 10% |

* Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-CODER)R900*i* registers are warranted for one (1) year after date of shipment or balance of original E-CODER)R900*i* warranty, whichever is greater.

**3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.**
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-CODER)R900*i* Installation and Maintenance Guide). This warranty does not apply to any E-CODER)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ECODER)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-CODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900*i*. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-CODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER) R900*i*. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# MRX920™ Mobile Data Collector

**WARRANTY - HARDWARE**

The warranty on the MRX920 mobile data collector unit is 12 months from shipment date. Warranty applies to the collector unit only and does not include the MX900™ software or accessories including cables, antenna, carrying case, etc. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship[1], or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of five days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

**HARDWARE ENTITLEMENT (EXTENDED MAINTENANCE) CONTRACT**

Entitlements, previously known as "extended maintenance contracts," are available from your authorized Neptune® sales representative. An entitlement contract covers the following services beyond the original 12-month hardware warranty described in the above section:

- Free repair of unit, including parts and labor[1]. Accessories and software excluded.
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of five working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

**NOT INCLUDED IN THE ENTITLEMENT CONTRACT:**

- Accessories, e.g., rechargeable batteries, cables, antennas, USB flash drives, any peripherals, etc.
- MX900 software
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop, or other devices, provided by a third party

** MRX920 unit's normal wear and tear is not covered. Misuse of the unit or abuse automatically voids any warranty or entitlement contract.*

**REPAIR NOTES:**

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. Email Neptune Customer Support at support@neptunetg.com to request an RMA.
- Customer pays all incoming shipment charges
- Repair turnaround time for units not under warranty or an entitlement contract is 20 working days from the receipt of purchase order, excluding transit time
- For out-of-warranty units and units without entitlement contracts, repair fee charged will be based on the cost of labor and material as assessed by Neptune

- All outgoing repairs are shipped ground service. Customer may request Priority Overnight return shipment at customer's own expense.
- Repair warranty is 90 days from shipment date

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**WARRANTY – SOFTWARE**
Please refer to the MX900 software warranty statement for additional terms and conditions.

**WARRANTY – ACCESSORIES**
Accessories are warranted against product defect or workmanship for 90 days from shipment date. Abuse and normal wear and tear excluded.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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[1] Damages resulting from abuse and/or improper handling of the unit, as assessed by Neptune, will void the warranty and entitlement contract.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# ProCoder™)R900*i*™

**1. WARRANTY EFFECTIVE DATE**
This warranty will be effective for any ProCoder™)R900*i*™ that has shipped since product introduction.

**2. PROCODER)R900*i***
Neptune Technology Group Inc. warrants that the ProCoder)R900*i* (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900*i* free of charge for the first ten (10) years and at a discount off of the then- current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

| Year of Failure | ProCoder)R900*i* Replacement Price Discount* |
|---|---|
| 1-10 | Full replacement: 100% |
| 11 | 50% |
| 12 | 50% |
| 13 | 40% |
| 14 | 40% |
| 15 | 30% |
| 16 | 30% |
| 17 | 20% |
| 18 | 20% |
| 19 | 10% |
| 20 | 10% |

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900*i* registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900*i* warranty, whichever is greater.

**3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.**
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900*i*™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATIONOR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACHOF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# R900® Meter Interface Unit (MIU)

## I. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

## II. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

| Year of Failure | R900 MIU |
|---|---|
| | Replacement Price Discount* |
| 1-10 | Full replacement: 100% |
| 11 | 50% |
| 12 | 50% |
| 13 | 40% |
| 14 | 40% |
| 15 | 30% |
| 16 | 30% |
| 17 | 20% |
| 18 | 20% |
| 19 | 10% |
| 20 | 10% |

**Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement MIUs are warranted for one (1) year after date of shipment or balance of original MIU warranty, whichever is greater.*

## III. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# Neptune Fire Service Water Meters

**1. TERMS OF LIMITED WARRANTY**

With respect to its Neptune Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III Meter and; (2) HP Fire Service Turbine and; (3) Neptune Fire Hydrant Meter, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

**(a) Registers.** Standard, roll sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulser RM remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VI), and E-CODER™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

**(b) Meter Accuracy for Neptune Fire Service Cold Water Meters.** Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

**2. WARRANTY RETURN**

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

**3. WARRANTIES ARE EXCLUSIVE.**

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.**
If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

**5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.**
The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# Neptune Fire Service Stainless Steel (S) Meters

**1. TERMS OF LIMITED WARRANTY**

With respect to its Neptune 's Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III S and HP Fire Service Turbine S, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 09/01/2009:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

**(a) Registers.** Standard, roll-sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five (5) years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

**(b) Meter Accuracy for Neptune Fire Service Cold Water Meters.** Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

**(c) Stainless Steel Body.** Neptune warrants that the stainless steel body shall remain free from corrosion due to exposure to normal environmental conditions for a period of twenty (20) years from the date of shipment (such period being the "Warranty Period"). For the purposes of this limited warranty, "corrosion" is defined as [through-wall penetration of the stainless steel body]. Neptune will, at its option, repair or replace a corrosion defect free of charge for the first (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

| Year of Failure | Body Replacement Cost |
|---|---|
| 1-10 | Full replacement |
| 11 | 20% |
| 12 | 40% |
| 13 | 60% |
| 14 | 80% |
| 15-20 | 90% |

* Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement bodies are warranted for one (1) year after date of shipment or original body warranty, whichever is greater.

**(d) Meter Accuracy for Neptune HP Protectus III S T-10 bypass meter.** Neptune HP PROTECTUS III S T-10 bypass meter is warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the HP PROTECTUS III S T-10 bypass meter will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

| SIZE | EXTENDED LOW FLOW ACCURACY | NEW METER ACCURACY | REPAIRED METER ACCURACY |
|---|---|---|---|
| 1" | 3/8 US gpm @ 95%, 5 years or 1,000,000 gallons | 1,000,000 gallons | 3,000,000 gallons |
| 1 ½" | ¾ US gpm @ 95%, 2 years or 1,600,000 gallons | 1,600,000 gallons | 5,000,000 gallons |
| 2" | 1 US gpm @ 95%, 2 years or 2,700,000 gallons | 2,700,000 gallons | 8,000,000 gallons |

**2. WARRANTY RETURN**

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

**3. WARRANTIES ARE EXCLUSIVE.**

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.**

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

**5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.**

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

# ProRead™/E-CODER®/ProCoder™ Encoder Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

## Products Covered

This warranty shall apply to the ProRead™ absolute encoder, E-CODER® solid state absolute encoder register, and ProCoder™ absolute encoder register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

## Materials and workmanship

Neptune Technology Group Inc. ("Neptune®") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

## Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *Encoder Quick Install Guide*). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 LRQA REGISTERED FIRM

## Encoder Compatibility Guarantee
## Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

ARB® UTILITY MANAGEMENT SYSTEMS™

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

### Guarantee of Compatibility

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900*i*™, ProCoder)R900*i*, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900*i* or ProCoder)R900*i* where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

### Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900*i*, ProCoder)R900*i*, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001

W ENCODER 10.17

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# MACH 10® Ultrasonic Meter

**1. TERMS OF LIMITED WARRANTY**

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

| Year of Failure | MACH 10® |
|---|---|
| | Replacement Price Discount* |
| 1-10 | Full replacement 100% |
| 11 | 50% |
| 12 | 50% |
| 13 | 40% |
| 14 | 40% |
| 15 | 30% |
| 16 | 30% |
| 17 | 20% |
| 18 | 20% |
| 19 | 10% |
| 20 | 10% |

**a) Lead Free Bronze Maincase**

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

**b) Electronics (Battery, PCB, Transducers, LCD)**

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

**2. MACH 10 METER ACCURACY**

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

**3. WARRANTY RETURNS**

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

**4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its

costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

**5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty

**1. TERMS OF LIMITED WARRANTY**

With respect to its Neptune T-10, HP TURBINE, TRU/FLO ® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

**(a) Maincase.** The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

**(b) Frost Protection.** All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

**(c) Registers.** Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB ®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

**(d) Meter Accuracy for Neptune T-10.** Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

**(e) Meter Accuracy for HP Turbine and TRU/FLO.** The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

| SIZE | EXTENDED LOW FLOW ACCURACY | NEW METER ACCURACY | REPAIRED METER ACCURACY |
|---|---|---|---|
| 5/8 & 5/8" x 3/4" | 1/8 US gpm @ 95%<br>5 years or 500,000 gallons | 500,000 gallons | 1,500,000 gallons |
| 3/4" | 1/4 US gpm @ 95%<br>5 years or 750,000 gallons | 750,000 gallons | 2,250,000 gallons |
| 1" | 3/8 US gpm @ 95%<br>5 years or 1,000,000 gallons | 1,000,000 gallons | 3,000,000 gallons |
| 1 1/2" | 3/4 US gpm@ 95%<br>2 years or 1,600,000 gallons | 1,600,000 gallons | 5,000,000 gallons |
| 2" | 1 US gpm @ 95%<br>2 years or 2,700,000 gallons | 2,700,000 gallons | 8,000,000 gallons |

**2. WARRANTY RETURN**

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

**3. WARRANTIES ARE EXCLUSIVE**

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

**4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

**5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

# R900® Gateway Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

## Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

## NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

## Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

## NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

NEPTUNE TECHNOLOGY GROUP INC.

## Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP INC.

W R900 GATEWAY 09.14

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

# 1st AMENDMENT
# MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

This FIRST Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made and entered into as of August 24, 2021 by and between the **City of Cocoa** and **Sunstate Meter & Supply, Inc., 14001 W. Newberry Road, Newberry, FL 32669.**

The agreement entered into on October 13, 2020, is hereby amended to renew for the 1st of three renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on August 16, 2021 and terminating on August 15, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

| **Sunstate Meter & Supply, Inc.** | **CITY OF COCOA** |
|---|---|
| By: Keith Ellenburg<br>(Name) Printed | By: Michael C. Blake<br>(Name) Printed |
| President<br>(Title) | Mayor<br>(Title) |
| Signature 8/24/2021 Date | Signature 9-14-2021 Date |

CC: Carie Shealy, City Clerk
Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

SUNSTATE METER
& SUPPLY, INC.

March 26, 2021

Ms. Jessica Dovale
Utility Support Service Manager
City of Cocoa
65 Stone St.
Cocoa, Fl. 32922

**RE: Trimble Ranger 3XE Handheld**

Jessica,

With the introduction of the Neptune 360 hosted software meter reading application and newer models of the Neptune Belt Clip Transceiver and MRX920 Mobile Data Collector with Bluetooth capabilities, Neptune has started the transition to Bring Your Own Device (BYOD) for their customers. BYOD eliminates the need to regularly replace specialized devices with short lifecycles, such as the Trimble Ranger, due to rapid technology changes. Instead, BYOD allows customers to leverage an of-the-shelf Android or iOS device, ensuring long-term compatibility with Neptune BYOD-ready Belt Clip and MRX data collectors.

The City's current Trimble Ranger 3XE Handheld Devices can continue to remain on support through the 2021-22 budget year. However, due to lack of remaining parts these units cannot be covered past this date. The Ranger units can continue to be utilized on the City's existing Neptune N_Sight Software platform and are compatible with the new Neptune 360 platform going forward. This will allow the City to transition to Neptune 360 while continuing to use your Trimble Ranger 3XE Handheld devices.

I trust this provides you the information you need for your decision and budgetary processes.

We appreciate the City's continued commitment to the Neptune products we represent. If you have any further questions, or if I can provide any further assistance please do not hesitate to contact me.

Best regards,

*Jeff Kimbrough*

Director of Sales
Sunstate Meter & Supply, Inc.
Phone: 352-516-9791
Email: jeff@kimbroughsales.com

SUNSTATE METER
& SUPPLY, INC.

August 31, 2021

Ms. Jessica Dovale
City of Cocoa
Cocoa, Fl.

**RE: Neptune 360 Hosted Software & Equipment**

I have listed below for your review pricing for your 2020-21 budget considerations:

| Qty. | Description | Unit Price | Total |
|---|---|---|---|
| 81,529 | Neptune 360 Advanced Module Annual SaaS Subscription - AMR (50,000-100,000 Customers per endpoint per year) | $.59 | $48,102.11 |
| 1 | Neptune 360 Advanced Set-Up Fee (one-time fee)* | $3,700.00 | $3,700.00 |
| 1 | Neptune 360 On-Site Training (8 hours) | $1,704.00 | $1,704.00 |
| | | **Total:** | **$53,506.11** |

*Requires Neptune 360 File Transfer Format to Utility Billing Software

**Free Mobile Collector Promotion**

Our records show that your current reading equipment asset list contains (1) Version II mobile data collector (MRX1471v2). Please note, the Version II data collectors are not compatible with Neptune 360 software and require the use of the new V4 unit. The standard price of the V4 mobile data collector is $9,950.00. If Neptune 360 software is purchased prior to 12/31/2021 the new MRX920v4 mobile data collector will be provided at no charge to the utility and will include one year of free maintenance and warranty. This promotion will require the trade in of the current v2 collector. Promotion ends 12/31/2021.

We appreciate your continued interest in the Neptune products we represent. If I can answer any questions or be of any further service please do not hesitate to contact me.

Respectfully submitted,

*Jeff Kimbrough*

Director of Sales
Sunstate Meter & Supply, Inc.
352-516-9791
jeff@kimbroughsales.com

SUNSTATE METER & SUPPLY, INC.

# PROPOSAL #68732

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710
Phone: 352 332-7106

| ACCOUNT NO. | SALESMAN NO. |
|---|---|
| 100135 | 1 |

**BILL TO**
CITY OF COCOA
ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

Susan Young 321-433-8633

**SHIP TO**
CITY OF COCOA
CENTRAL WAREHOUSE
351 SHEARER BLVD.
COCOA, FL 32922

| USER | ORDER DATE | CUSTOMER P.O. NO. | SALES ORDER NO. | SHIPPING INSTRUCTIONS |
|---|---|---|---|---|
| JEFF | 08/31/21 | | 68732 | UPS Allow |

| | Quantity | U M | Part#/Description | Price | Amount |
|---|---|---|---|---|---|
| 1 | 1 | EA | 13655-100<br>R900 MRX920 _v4_ ASSEMBLY COMP<br>LETE<br>{LESS LAPTOP} | $9,950.00 | $9,950.00 |
| 2 | | | | | |

REMIT PAYMENT TO:
Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710

TERMS: Net 30 days

ALL FUNDS PAYABLE IN U.S. DOLLARS

| | |
|---|---|
| SALE AMOUNT | $9,950.00 |
| DISCOUNT | $0.00 |
| TAX | $0.00 |
| FREIGHT | $0.00 |
| SUBTOTAL | $9,950.00 |
| DEPOSIT | $0.00 |
| TOTAL DUE | $9,950.00 |

SUNSTATE METER & SUPPLY, INC.

# PROPOSAL #79605

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710
Phone: 352 332-7106

| ACCOUNT NO. | SALESMAN NO. |
|---|---|
| 100135 | 1 |

**BILL TO**
CITY OF COCOA
ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

Susan Young 321-433-8633

**SHIP TO**
CITY OF COCOA
CENTRAL WAREHOUSE
351 SHEARER BLVD.
COCOA, FL 32922

| USER | ORDER DATE | CUSTOMER P.O. NO. | SALES ORDER NO. | SHIPPING INSTRUCTIONS |
|---|---|---|---|---|
| JEFF | 09/10/21 | | 79605 | UPS Allow |

| | Quantity | U M | Part#/Description | Price | Amount |
|---|---|---|---|---|---|
| 1 | 16 | EA | 13302-100<br>R900 BLUETOOTH BELT CLIP TRANS CEIVER 3.0 SYSTEM | $2,500.00 | $40,000.00 |
| 2 | | | 2022-23 Budget Quote | | |
| 3 | | | Tag: City Hall-Finance Director | | |

REMIT PAYMENT TO:
Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710

TERMS: Net 30 days

ALL FUNDS PAYABLE IN U.S. DOLLARS

| | |
|---|---|
| SALE AMOUNT | $40,000.00 |
| DISCOUNT | $0.00 |
| TAX | $0.00 |
| FREIGHT | $0.00 |
| SUBTOTAL | $40,000.00 |
| DEPOSIT | $0.00 |
| TOTAL DUE | $40,000.00 |

SUNSTATE METER & SUPPLY, INC.

# PROPOSAL #75944

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710
Phone: 352 332-7106

| ACCOUNT NO. | SALESMAN NO. |
|---|---|
| 100135 | 1 |

**BILL TO**

CITY OF COCOA
ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

Susan Young 321-433-8633

**SHIP TO**

CITY OF COCOA
CENTRAL WAREHOUSE
351 SHEARER BLVD.
COCOA, FL 32922

| USER | ORDER DATE | CUSTOMER P.O. NO. | SALES ORDER NO. | SHIPPING INSTRUCTIONS |
|---|---|---|---|---|
| SONYA | 09/15/21 | | 75944 | |

| | Quantity | UM | Part# / Description | Price | Amount |
|---|---|---|---|---|---|
| 1 | 12 | EA | 13720-105<br>N_SIGHT HOST SOFTWARE ANNUAL MAINT.>50,000-100,000 | $584.00 | $7,008.00 |
| 2 | 12 | EA | 13721-005<br>ONE MONTH SUPPORT - MRX920 MOBILE COLLECTOR | $110.30 | $1,323.60 |
| 3 | | | MRX300135 | | |
| 4 | 12 | EA | 13721-008<br>ONE MONTH SUPPORT - BELT CLIP TRANSCEIVER | $28.25 | $339.00 |
| 5 | | | BC003211 | | |
| 6 | 11 | EA | 13721-006<br>N_SIGHT MOBILE HARDWARE AND MAINT. TRIMBLE NOMAD | $43.75 | $481.25 |
| 7 | | | ES4AC89131 | | |
| 8 | 12 | EA | 13721-008<br>ONE MONTH SUPPORT - BELT CLIP TRANSCEIVER | $28.25 | $339.00 |
| 9 | | | BC003849 | | |
| 10 | 12 | EA | 13721-008<br>ONE MONTH SUPPORT - BELT CLIP TRANSCEIVER | $28.25 | $339.00 |
| 11 | | | BC003862 | | |
| 12 | 12 | EA | 13721-007<br>N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 13 | | | ES6ZD17049 | | |

REMIT PAYMENT TO: TERMS: Net 30 days

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710

| | |
|---|---|
| SALE AMOUNT | |
| DISCOUNT | |
| TAX | |
| FREIGHT | |
| SUBTOTAL | |
| DEPOSIT | |
| TOTAL DUE | |

ALL FUNDS PAYABLE IN U.S. DOLLARS

SUNSTATE METER & SUPPLY, INC.

# PROPOSAL #75944

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710
Phone: 352 332-7106

| ACCOUNT NO. | SALESMAN NO. |
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Susan Young 321-433-8633

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CITY OF COCOA
CENTRAL WAREHOUSE
351 SHEARER BLVD.
COCOA, FL 32922

| USER | ORDER DATE | CUSTOMER P.O. NO. | SALES ORDER NO. | SHIPPING INSTRUCTIONS |
|---|---|---|---|---|
| SONYA | 09/15/21 | | 75944 | |

| | Quantity | UM | Part# / Description | Price | Amount |
|---|---|---|---|---|---|
| 14 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 15 | | | ES6ZD17509 | | |
| 16 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 17 | | | ES6ZD17554 | | |
| 18 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 19 | | | ES6ZD17570 | | |
| 20 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 21 | | | ES6ZD17689 | | |
| 22 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 23 | | | ES70D18048 | | |
| 24 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 25 | | | ES70D18098 | | |

REMIT PAYMENT TO: TERMS: Net 30 days

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710

ALL FUNDS PAYABLE IN U.S. DOLLARS

| | |
|---|---|
| SALE AMOUNT | |
| DISCOUNT | |
| TAX | |
| FREIGHT | |
| SUBTOTAL | |
| DEPOSIT | |
| TOTAL DUE | |

SUNSTATE METER & SUPPLY, INC.

# PROPOSAL #75944

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
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Phone: 352 332-7106

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Susan Young 321-433-8633

**SHIP TO**
CITY OF COCOA
CENTRAL WAREHOUSE
351 SHEARER BLVD.
COCOA, FL 32922

| USER | ORDER DATE | CUSTOMER P.O. NO. | SALES ORDER NO. | SHIPPING INSTRUCTIONS |
|---|---|---|---|---|
| SONYA | 09/15/21 | | 75944 | |

| | Quantity | UM | Part# / Description | Price | Amount |
|---|---|---|---|---|---|
| 26 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 27 | | | ES70D18123 | | |
| 28 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 29 | | | ES75D23572 | | |
| 30 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 31 | | | ES70D18570 | | |
| 32 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 33 | | | ES73D21204 | | |
| 34 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 35 | | | ES73D21205 | | |
| 36 | 12 | EA | 13721-007 N_SIGHT MOBILE HARDWARE MONTHLY MAINTENANCE TRIMBLE RANGER HANDHELD | $82.50 | $990.00 |
| 37 | | | ES73D21443 | | |

REMIT PAYMENT TO: TERMS: Net 30 days

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710

| | |
|---|---|
| SALE AMOUNT | |
| DISCOUNT | |
| TAX | |
| FREIGHT | |
| SUBTOTAL | |
| DEPOSIT | |
| TOTAL DUE | |

ALL FUNDS PAYABLE IN U.S. DOLLARS

SUNSTATE METER & SUPPLY, INC.

# PROPOSAL #75944

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710
Phone: 352 332-7106

| ACCOUNT NO. | SALESMAN NO. |
|---|---|
| 100135 | 1 |

**BILL TO**
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65 STONE STREET
COCOA, FL 32922

Susan Young 321-433-8633

**SHIP TO**
CITY OF COCOA
CENTRAL WAREHOUSE
351 SHEARER BLVD.
COCOA, FL 32922

| USER | ORDER DATE | CUSTOMER P.O. NO. | SALES ORDER NO. | SHIPPING INSTRUCTIONS |
|---|---|---|---|---|
| SONYA | 09/15/21 | | 75944 | |

| | Quantity | UM | Part# / Description | Price | Amount |
|---|---|---|---|---|---|
| 38 | 12 | EA | 13721-007<br>N_SIGHT MOBILE HARDWARE<br>MONTHLY MAINTENANCE TRIMBLE<br>RANGER HANDHELD | $82.50 | $990.00 |
| 39 | | | ES73D21467 | | |
| 40 | 12 | EA | 13721-007<br>N_SIGHT MOBILE HARDWARE<br>MONTHLY MAINTENANCE TRIMBLE<br>RANGER HANDHELD | $82.50 | $990.00 |
| 41 | | | ES73D22272 | | |
| 42 | 12 | EA | 13721-007<br>N_SIGHT MOBILE HARDWARE<br>MONTHLY MAINTENANCE TRIMBLE<br>RANGER HANDHELD | $82.50 | $990.00 |
| 43 | | | ES74D23212 | | |
| 44 | | | CONTRACT PERIOD 10/1/21-09/30/2022 | | |

REMIT PAYMENT TO:
Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry FL 32669-2710

TERMS: Net 30 days

ALL FUNDS PAYABLE IN U.S. DOLLARS

| | |
|---|---|
| SALE AMOUNT | $25,669.85 |
| DISCOUNT | $0.00 |
| TAX | $0.00 |
| FREIGHT | $0.00 |
| SUBTOTAL | $25,669.85 |
| DEPOSIT | $0.00 |
| TOTAL DUE | $25,669.85 |

SUNSTATE METER & SUPPLY, INC.

# PROPOSAL #75944

**Sunstate Meter & Supply, Inc.**
**14001 W. Newberry Road**
**Newberry FL 32669-2710**
**Phone: 352 332-7106**

| ACCOUNT NO. | SALESMAN NO. |
|---|---|
| 100135 | 1 |

**BILL TO**

**CITY OF COCOA**
**ACCOUNTS PAYABLE**
**65 STONE STREET**
**COCOA, FL 32922**

**Susan Young 321-433-8633**

**SHIP TO**

**CITY OF COCOA**
**CENTRAL WAREHOUSE**
**351 SHEARER BLVD.**
**COCOA, FL 32922**

| USER | ORDER DATE | CUSTOMER P.O. NO. | SALES ORDER NO. | SHIPPING INSTRUCTIONS |
|---|---|---|---|---|
| SONYA | 09/15/21 | | 75944 | |

This quotation is valid for thirty (30) days from September 15, 2021.

**WORK ORDER ESTIMATE: $25,669.85**

Accepted by: _____ Date: _____

Print Name: _____ Title: _____

P.O. Number: _____

Street Address | Suite

City, State, Zip Code | Country

☐ MasterCard ☐ Visa ☐ American Express ☐ Discover ☐

Card Number: ☐☐☐☐-☐☐☐☐-☐☐☐☐-☐☐☐☐ Exp. ☐☐/☐☐

Name on Card: _____

Cardholder's Signature: _____

Enter CVV2# (3 or 4 Number): ☐☐☐☐

*Verification Number Locations (CVV2):*






# Neptune® 360™
# Import and Export File Layout
## Version 1.4




# Neptune® 360™
# Import and Export File Layout
Version 1.4

## Copyright

This manual is an unpublished work and contains the trade secrets and confidential information of Neptune Technology Group Inc., which are not to be divulged to third parties and may not be reproduced or transmitted in whole or part, in any form or by any means, electronic or mechanical for any purpose, without the express written permission of Neptune Technology Group Inc. All rights to designs or inventions disclosed herein, including the right to manufacture, are reserved to Neptune Technology Group Inc.

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

## Trademarks Used in This Manual

Neptune is a registered trademark of Neptune Technology Group Inc.
Neptune 360 is a trademark of Neptune Technology Group Inc.

Other brands or product names are the trademarks or registered trademarks of their respective holders.



Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the software.

Neptune® 360™ Import and Export File Layout v1.4
Literature No. FL Neptune 360 02.2020

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078
Tel: (800) 633-8754
Fax: (334) 263-7293

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# Chapter 1: Neptune® 360™ File Layout v1.4

This document provides information on the Neptune® 360™ file layout, required and optional fields for developing the interface to the Customer Information System (CIS) Utility Billing (UB) system.

## Default Record Layout

The Neptune 360 file layout is largely the same as the N_SIGHT v4 file layout; however, changes have been made to specific fields within some record types, and some record types are not supported by Neptune 360. The layout consists of one layout used for both importing and exporting data. The data is broken down into record types with the most meaningful data contained at the beginning of the record. The following pages are a summary of all required and optional fields.

Note that a Neptune 360 file may not import into N_SIGHT PLUS.

If the utility sends a field value in their import file, unless Neptune 360 changes it as part of its normal activities, the same field value will be returned in the export file.

Table 1: Legend for Neptune® 360™ Record Layout

| Parameter | Description |
|---|---|
| Column | Name of the column in the record. |
| Use | Indicator for the use of this record: required (Req) or optional (Opt). Fields marked optional must contain blanks in the file if not populated with data. Fields marked required that also have handheld (HH) as a Source should contain blanks in an import file. |
| Source | Indicates the system that populates data in the field: handheld (HH), Customer Information system (CIS) utility billing (UB) system vendor, or Neptune 360 host software (HS). |
| Offset | Position of the field in the record. |
| Length | Character length of the field. |
| Type | Field type: can be numeric (NUM), alphanumeric (A/N), or Boolean (BOO). Boolean fields are case sensitive and must be either "Y" or "N". |
| Comment | Additional notes concerning the field and valid layout. Quotation marks indicate the only acceptable data for the field. |



Blanks have the same meaning as spaces and can be used interchangeably throughout this document.

## Record Type Hierarchy

The following tables represent the layout for the record type hierarchy used in Neptune 360 v6 record layout.

Table 2: Record Type Hierarchy - Required

| Record Type | Name | Parent Record Type | Comment |
|---|---|---|---|
| Required | | | |
| Company Header | COMHD | File | Indicates start of company data. Requires minimum of one per file. Customers with multiple locations can have multiple Company Header records per file. |
| Route Header | RTEHD | Company Header | Indicates start of route. One or more per Company Header record. |
| Premises Detail | PRMDT | Route Header | Requires one per address. |
| Alternate Premises Detail | PRMD2 | Route Header | Requires one per address. This record can be used instead of the Premises Detail if using all of the address fields (City, State, Zip, Email). |
| Meter Detail | MTRDT | Premises Detail | Requires one per unique meter. |
| Reading Detail | RDGDT | Meter Detail | Requires one per register reading. |
| Route Trailer | RTETR | Route Header | Indicates end of route. One per Route Header record. |
| Company Trailer | COMTR | Company Header | Indicates end of routes for company. One per Company Header record. |
| Optional | | | |
| Premises Notes | PRMNT | Premises Detail | If used, one per Premises Detail Record. Cannot be used with an Alternate Premises Detail Record. |
| Export File Only | | | |
| Order Status | ORDST | Meter Detail | One per Meter Detail Record. |

## Sample Record Layouts

The following tables illustrate sample record layouts for import and export files.

### *One Company / One Route with Multiple Premises - Typical*

Minimally, a file contains one company with one route. A Company Header record is always the first record in a file, and a Company Trailer record is always the last record in a file. Each Route Header record must have an associated Route Trailer record. A route contains one or more Premises Detail records along with its child record types.

Table 3: One Company / One Route with Multiple Premises - Typical

| | | | | |
|---|---|---|---|---|
| COMHD | | | | |
| | RTEHD | | | |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | RTETR | | | |
| COMTR | | | | |

### *Multiple Meters per Premises or Compound Meters per Premises - Standard*

When a single premises has multiple meters or a single compound meter, the preferred, standard record layout is to have one Premises Detail record followed by a Meter Detail and Reading Detail record for each meter at the premises. In the case of a compound meter, the Meter Detail records associated with the Premises Detail record would have identical meter numbers and each meter would have a Collection ID in its Reading Detail record.

In the table below, the first premises has two independent meters represented by $MTRDT^X$ and $MTRDT^Y$. The second premises has a single compound meter represented by the duplicate $MTRDT^Z$ records.

Table 4: Multiple Meters or Compound Meter per Premises - Standard

| | | | | |
|---|---|---|---|---|
| COMHD | | | | |
| | RTEHD | | | |
| | | PRMDT | | |
| | | | $MTRDT^X$ | |
| | | | | RDGDT |
| | | | $MTRDT^Y$ | |
| | | | | RDGDT |
| | | PRMDT | | |
| | | | $MTRDT^Z$ | |
| | | | | RDGDT |
| | | | $MTRDT^Z$ | |
| | | | | RDGDT |
| | RTETR | | | |
| COMTR | | | | |

### *Multiple Meters per Premises or Compound Meter per Premises - Alternate*

An alternate record layout for multiple meters or a single compound meter at a single premises may be useful when, for example, both a residential and irrigation meter are installed at the same premises. This alternate record layout shown in the table below provides the same data as the prior standard record layout. The first premises has a Premises Detail (PRMDT$^{A}$) record with one Meter Detail (MTRDT$^{X}$) record and Reading Detail (RDGDT) record, followed by a duplicate Premises Detail (PRMDT$^{A}$) with the Meter Detail (MTRDT$^{Y}$) record and Reading Detail (RDGDT) record for the other independent meter at the same premises.

The second premises has a single compound meter. The Meter Detail records associated with each of the two Premises Detail (PRMDT$^{B}$) records would have identical meter numbers (MTRDT$^{Z}$) and each meter would have a Collection ID in its Reading Detail (RDGDT) record.

Table 5: Multiple Meters per Premises or Compound Meter per Premises - Alternate

| | | | | |
|---|---|---|---|---|
| COMHD | | | | |
| | RTEHD | | | |
| | | PRMDT$^{A}$ | | |
| | | | MTRDT$^{X}$ | |
| | | | | RDGDT |
| | | PRMDT$^{A}$ | | |
| | | | MTRDT$^{Y}$ | |
| | | | | RDGDT |
| | | PRMDT$^{B}$ | | |
| | | | MTRDT$^{Z}$ | |
| | | | | RDGDT |
| | | PRMDT$^{B}$ | | |
| | | | MTRDT$^{Z}$ | |
| | | | | RDGDT |
| | RTETR | | | |
| COMTR | | | | |

### *One Company with Multiple Routes*

Each route within a company has its own Route Header and Route Trailer records

Table 6: One Company with Multiple Routes

| | | | | |
|---|---|---|---|---|
| COMHD | | | | |
| | RTEHD | | | |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | RTETR | | | |
| | RTEHD | | | |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | RTETR | | | |
| COMTR | | | | |

### *Using the Alternate Premises Detail Record*

An Alternate Premises Detail record can be used in place of a Premises Detail record. If using the Alternate Premises Detail record type, all premises in the file must use that record type.

Table 7: Using the Alternate Premises Detail Record

| | | | | |
|---|---|---|---|---|
| COMHD | | | | |
| | RTEHD | | | |
| | | PRMD2 | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMD2 | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMD2 | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMD2 | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | PRMD2 | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | RTETR | | | |
| COMTR | | | | |

### *Using Premises Notes*

If used, a Premises Notes record follows the Premises Detail to which it is associated and prior to the Meter Detail record. Premises Notes records cannot be used with the Alternate Premises Detail record type.

Table 8: Using Premises Notes

| | | | | | |
|---|---|---|---|---|---|
| COMHD | | | | | |
| | RTEHD | | | | |
| | | PRMDT | | | |
| | | | PRMNT | | |
| | | | | MTRDT | |
| | | | | | RDGDT |
| | | PRMDT | | | |
| | | | PRMNT | | |
| | | | | MTRDT | |
| | | | | | RDGDT |
| | | PRMDT | | | |
| | | | PRMNT | | |
| | | | | MTRDT | |
| | | | | | RDGDT |
| | | PRMDT | | | |
| | | | PRMNT | | |
| | | | | MTRDT | |
| | | | | | RDGDT |
| | | PRMDT | | | |
| | | | PRMNT | | |
| | | | | MTRDT | |
| | | | | | RDGDT |
| | RTETR | | | | |
| COMTR | | | | | |

### *Export: One Company / One Route with Multiple Premisses*

The record layout for an export file is largely the same as the import file with a couple of notable exceptions. The Meter Detail record for each premises is followed by an Order Status record and Reading Detail record.

Table 9: Export: One Company / One Route with Multiple Premisses

| | | | | | |
|---|---|---|---|---|---|
| COMHD | | | | | |
| | RTEHD | | | | |
| | | PRMDT | | | |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | | PRMDT | | | |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | RTETR | | | | |
| COMTR | | | | | |

### *Export: Premises with Multiple Meters - Standard*

For a single premises with multiple meters, this is the standard record layout that is used for export. As with the previous export example, each Meter Detail record is followed by an Order Status record and Reading Detail record.

Table 10: Export: Premises with Multiple Meters - Standard

| | | | | | |
|---|---|---|---|---|---|
| COMHD | | | | | |
| | RTEHD | | | | |
| | | PRMDT | | | |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | | PRMDT | | | |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | RTETR | | | | |
| COMTR | | | | | |

### *Export: Premises with Multiple Meters - Alternate*

This alternate record layout, which provides the same data as the standard record layout, is used for export when duplicate Premises Detail records are present.

Table 11: Export: Premises with Multiple Meters - Alternate

| | | | | | |
|---|---|---|---|---|---|
| COMHD | | | | | |
| | RTEHD | | | | |
| | | PRMDT[A] | | | |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | | PRMDT[A] | | | |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | | PRMDT[B] | | | |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | | PRMDT[B] | | | |
| | | | MTRDT | | |
| | | | | ORDST | |
| | | | | | RDGDT |
| | RTETR | | | | |
| COMTR | | | | | |

# Record Layouts

This section provides information on the various record layouts Neptune 360 uses.

## Header Layouts

The following tables represent the Neptune 360 record layouts.



For import files, optional fields that have "UB" as a Source must contain blanks (spaces), if not populated with data. Required or optional fields that have "HH" as a Source should contain blanks (spaces).

### *Company Header*

Table 12: Company Header Record Layout

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | COMHD. |
| Company Code | Req | UB | 6– 9 | 4 | A / N | |
| Create Date | Req | UB | 10 – 17 | 8 | NUM | YYYYMMDD. |
| Description | Opt | UB | 18 – 57 | 40 | A / N | |
| File Version | Req | UB | 58 | 1 | NUM | 4 (or use 2). See "V2 File Layout" on page 43 for restrictions. |
| Service Orders | Opt | UB | 59 | 1 | BOO | Y or N or space. |
| CRLF | Req | UB | 60 – 61 | 2 | | Carriage return, line feed. |

*Route Header*

Table 13: Route Header Record Layout

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | RTEHD. |
| Office | Req | UB | 6 – 9 | 4 | A / N | |
| Cycle | Req | UB | 10 – 13 | 4 | A / N | |
| Route | Req | UB | 14 – 23 | 10 | A / N | |
| Read Date | Opt | UB | 24 – 31 | 8 | NUM | YYYYMMDD; 00000000 if not used. |
| Deactivate Date | Opt | UB | 32 – 39 | 8 | NUM | YYYYMMDD; 00000000 if not used. |
| Route Message | Opt | UB | 40 – 119 | 80 | A / N | |
| CRLF | Req | UB | 120 – 121 | 2 | | Carriage return, line feed. |



The Route ID in Neptune 360 is a combination of the Company Code, Office, Cycle, and Route fields.

## Detail Record Layouts

This section provides the detail record layout for a premises.

### *Premises Detail Record Layout*

Table 14: Premises Detail Record Layout

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | PRMDT. |
| Address 1 | Req | UB | 6 – 31 | 26 | A / N | |
| Address 2 | Opt | UB | 32 – 57 | 26 | A / N | |
| Customer Name | Req | UB | 58 – 83 | 26 | A / N | |
| Premises Key | Req | UB | 84 – 103 | 20 | A / N | Uniquely identifies a premises. Should always remain the same for that premises. |
| Account Number | Req | UB | 104 – 123 | 20 | A / N | |
| Account Status | Req | UB | 124 – 127 | 4 | A / N | Code indicating the current status of each account. These codes refer to one of four account status types:<br>• ACTI – Active.<br>• INAC – Inactive.<br>• AWZ – Active Warn on Zero Usage.<br>• IWU – Inactive Warn on Usage.<br>The status code must be all uppercase. |
| Premises Custom 1 | Opt | UB | 128 – 153 | 26 | A / N | |
| Premises Custom 2 | Opt | UB | 154 – 179 | 26 | A / N | |
| Utility Pass Through | Opt | UB | 180 – 307 | 128 | A / N | Any utility – defined information. |
| CRLF | Req | UB | 308 – 309 | 2 | | Carriage return, line feed. |

### *Alternate Premises Detail Record Layout*

Table 15: Alternate Premises Detail Record Layout

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | PRMD2. |
| Premises Key | Req | UB | 6 – 25 | 20 | A / N | Uniquely identifies a premises. Should always remain the same for that premises. |
| Customer Name 1 | Req | UB | 26 – 51 | 26 | A / N | |
| Customer Name 2 | Opt | UB | 52 – 77 | 26 | A / N | |
| Customer Contact | Opt | UB | 78 – 103 | 26 | A / N | |
| Account Number | Req | UB | 104 – 123 | 20 | A / N | |
| Account Status | Req | UB | 124 – 127 | 4 | A / N | Code indicating the current status of each account. These codes refer to one of four account status types:<br>• ACTI – Active.<br>• INAC – Inactive.<br>• AWZ – Active Warn on Zero Usage.<br>• IWU – Inactive Warn on Usage.<br>Status code must be all uppercase. |
| Customer Address House Number | Opt | UB | 128 – 134 | 7 | A / N | |
| Customer Address HSuffix | Opt | UB | 135 – 141 | 7 | A / N | |
| Customer Address Unit | Opt | UB | 142 – 156 | 15 | A / N | |
| Customer Address Predir | Opt | UB | 157 – 158 | 2 | A / N | |
| Customer Address Street | Req | UB | 159 – 183 | 25 | A / N | |
| Customer Address Suffix | Opt | UB | 184 – 187 | 4 | A / N | |

Table 15: Alternate Premises Detail Record Layout (continued)

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Customer Address Postdir | Opt | UB | 188 – 189 | 2 | A / N | |
| Customer Address City | Req | UB | 190 – 215 | 26 | A / N | |
| Customer Address State | Req | UB | 216 – 217 | 2 | A / N | |
| Customer Address Zip | Req | UB | 218 – 228 | 11 | A / N | • Maximum number of digits is nine.<br>• Do not include dashes.<br>• Example: 300967507. |
| Customer Phone 1 | Opt | UB | 229 – 238 | 10 | A / N | |
| Customer Phone 2 | Opt | UB | 239 – 248 | 10 | A / N | |
| Mail Name 1 | Opt | UB | 249 – 274 | 26 | A / N | |
| Mail Name 2 | Opt | UB | 275 – 300 | 26 | A / N | |
| Mail Address 1 | Opt | UB | 301 – 326 | 26 | A / N | |
| Mail Address House Number | Opt | UB | 327 – 333 | 7 | A / N | |
| Mail Address HSuffix | Opt | UB | 334 – 340 | 7 | A / N | |
| Mail Address Unit | Opt | UB | 341 – 355 | 15 | A / N | |
| Mail Address Predir | Opt | UB | 356 – 357 | 2 | A / N | |
| Mail Address Street | Opt | UB | 358 – 382 | 25 | A / N | |
| Mail Address Suffix | Opt | UB | 383 – 386 | 4 | A / N | |
| Mail Address Postdir | Opt | UB | 387 – 388 | 2 | A / N | |
| Mail City | Opt | UB | 389 – 414 | 26 | A / N | |
| Mail State | Opt | UB | 415 – 416 | 2 | A / N | |
| Mail Zip | Opt | UB | 417 – 427 | 11 | A / N | Maximum number of digits is nine. Do not include dashes. |
| Mail Phone | Opt | UB | 428 – 437 | 10 | A / N | |
| Permit | Opt | UB | 438 | 1 | BOO | Y or N or blank. |

Table 15: Alternate Premises Detail Record Layout (continued)

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Premises Custom 1 | Opt | UB | 439 – 464 | 26 | A / N | |
| Premises Custom 2 | Opt | UB | 465 – 490 | 26 | A / N | |
| Utility Pass Through | Opt | UB | 491 – 618 | 128 | A / N | Any utility-defined information. |
| Email Address | Opt | UB | 619 – 668 | 50 | A / N | |
| CRLF | Req | UB | 669 – 670 | 2 | A / N | Carriage return, line feed. |

## Premises Notes Record Layout - Optional

This section provides the record layouts for the Premises Notes.

Table 16: Premises Notes Record Layout - Optional

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | PRMNT. |
| Hazard Code | Opt | UB | 6 – 9 | 4 | A / N | |
| Changed Hazard Code | Opt | HH | 10 – 13 | 4 | A / N | Changed value coming back from field. |
| Hazard Text | Opt | UB | 14 – 39 | 26 | A / N | Free form hazard text. |
| Changed Hazard Text | Opt | HH | 40 – 65 | 26 | A / N | |
| Special Instruction | Opt | UB | 66 – 365 | 300 | A / N | |
| Special Instruction 2 | Opt | UB | 366 – 665 | 300 | A / N | |
| Changed Special Instruction | Opt | HH | 666 – 965 | 300 | A / N | |
| Changed Special Instruction 2 | Opt | HH | 966 – 1265 | 300 | A / N | |
| Force Special Instruction | Req | UB | 1266 | 1 | BOO | Y or N or blank. |
| Force Special Instruction 2 | Req | UB | 1267 | 1 | BOO | Y or N or blank. |
| Changed Force Special Instruction | Opt | HH | 1268 | 1 | BOO | Y or N or blank. |
| Changed Force Special Instruction 2 | Opt | HH | 1269 | 1 | BOO | Y or N or blank. |
| CRLF | Req | UB | 1270 – 1271 | 2 | | Carriage return, line feed. |

## Meter Detail Record Layout

This section provides the detail record layout for a meter.

Table 17: Meter Detail Record Layout

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | MTRDT. |
| Read Sequence | Req | UB | 6 – 11 | 6 | NUM | Right-justify, zero-fill. |
| Changed Read Sequence | Opt | HH | 12 – 17 | 6 | NUM | Changed value coming back from field. |
| Meter Key | Req | UB | 18 – 37 | 20 | NUM | Identifies a meter within a utility. Meter Key should be unique and can be the same as the meter number as long as it is numeric. |
| Meter Number | Req | UB | 38 – 57 | 20 | A / N | Meter serial number. |
| Changed Meter Number | Opt | HH | 58 – 77 | 20 | A / N | Actual meter number found in the field. |
| Meter Type | Opt | UB | 78 – 81 | 4 | A / N | See field description for "Meter Type" on page 35 for more details and allowed values. |
| Changed Meter Type | Opt | HH | 82 – 85 | 4 | A / N | |
| Meter Size | Opt | UB | 86 – 93 | 8 | A / N | See field description "Meter Size" on page 35. |
| Changed Meter Size | Opt | HH | 94 – 101 | 8 | A / N | |
| Meter Manufacturer | Opt | UB | 102 – 104 | 3 | A / N | Three-character code for the meter manufacturer. |
| Changed Meter Manufacturer | Opt | HH | 105 – 107 | 3 | A / N | |
| Meter UOM | Opt | UB | 108 – 110 | 3 | A / N | Unit of measure. See field description "Meter UOM" on page 36 for more details and allowed values. |
| Changed Meter UOM | Opt | HH | 111 – 113 | 3 | A / N | |
| Meter Location | Opt | UB | 114 – 117 | 4 | A / N | |
| Changed Meter Location | Opt | HH | 118 – 121 | 4 | A / N | |

Table 17: Meter Detail Record Layout (continued)

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Meter Location 2 | Opt | UB | 122 – 125 | 4 | A / N | |
| Changed Meter Location 2 | Opt | HH | 126 – 129 | 4 | A / N | |
| Read Instruction 1 | Opt | UB | 130 – 133 | 4 | A / N | |
| Changed Read Instruction 1 | Opt | HH | 134 – 137 | 4 | A / N | |
| Read Instruction 2 | Opt | UB | 138 – 141 | 4 | A / N | |
| Changed Read Instruction 2 | Opt | HH | 142 – 145 | 4 | A / N | |
| Seal Number | Opt | UB | 146 – 155 | 10 | A / N | |
| Changed Seal Number | Opt | HH | 156 – 165 | 10 | A / N | |
| Meter Install Date | Opt | UB | 166 – 173 | 8 | N | YYYYMMDD. Do not use zeros, leave blank if no date is provided. |
| Meter Custom 1 | Opt | UB | 174 – 199 | 26 | A / N | |
| Meter Custom 2 | Opt | UB | 200 – 225 | 26 | A / N | |
| Meter Condition Code 1 | Opt | HH | 226 – 229 | 4 | A / N | |
| Meter Condition Code 2 | Opt | HH | 230 – 233 | 4 | A / N | |
| Must Read Code | Opt | UB | 234 | 1 | BOO | Y or N or blank; must read if Y. |
| Collector Error | Opt | HH | 235 – 244 | 10 | A / N | Values it contains change based upon the collector type used. |
| Prev Read Date | Opt | UB | 245 – 252 | 8 | A / N | YYYYMMDD. |
| Constant / Multiplier | Opt | UB | 253 – 258 | 6 | A / N | Blank for water meters. |
| Changed Constant / Multiplier | Opt | HH | 259 – 264 | 6 | A / N | |
| Xcoord | Opt | UB | 265 – 276 | 12 | A / N | Longitude. |
| Ycoord | Opt | UB | 277 – 288 | 12 | A / N | Latitude. |
| Xcoord2 | Opt | UB | 289 – 300 | 12 | A / N | For future use. |
| Ycoord2 | Opt | UB | 301 – 312 | 12 | A / N | For future use. |
| Xcoord3 | Opt | UB | 313 – 324 | 12 | A / N | For future use. |

Table 17: Meter Detail Record Layout (continued)

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Ycoord3 | Opt | UB | 325 – 336 | 12 | A / N | For future use. |
| CRLF | Req | UB | 337 – 338 | 2 | | Carriage return, line feed. |

To improve accuracy of consumption calculations in Neptune 360, provide values for both the Meter Size and Meter UOM.

## Order Status Record Layout - Export File Only

This section provides the order status record layout.

Table 18: Order Status Record Layout - Export File Only

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | HS | 1 – 5 | 5 | A / N | ORDST. |
| Completion Date | Opt | HH | 6 – 13 | 8 | NUM | YYYYMMDD. |
| Time Stamp | Opt | HH | 14 – 19 | 6 | NUM | HHMMSS. |
| Elapsed Time | Opt | HH | 20 – 24 | 5 | NUM | |
| Reader ID | Opt | HH | 25 – 44 | 20 | A / N | |
| Order Status | Opt | HH | 45 – 46 | 2 | A / N | • IN – Incomplete.<br>• CO – Complete.<br>• SK – Skipped. |
| Skip Code | Opt | HH | 47 – 50 | 4 | A / N | Only if order status = SK. |
| Comment Code 1 | Opt | HH | 51 – 54 | 4 | A / N | |
| Comment Code 2 | Opt | HH | 55 – 58 | 4 | A / N | |
| Note Back | Opt | HH | 59 – 186 | 128 | A / N | |
| CRLF | Req | HS | 187 – 188 | 2 | | Carriage return, line feed. |

## Read Detail Record Layout

This section provides the read detail record layout.

Table 19: Read Detail Record Layout

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | RDGDT. |
| Read Type | Opt | UB | 6 – 9 | 4 | A / N | See field description "Read Type" on page 39. |
| Collection ID | Opt | UB | 10 – 22 | 13 | NUM | Indicates the MIU or collection device serial number. Use spaces if device provides no ID value. |
| For Future Use | Opt | UB | 23 – 29 | 7 | A / N | Must be blank. |
| Changed Collection ID | Opt | HH | 30 – 49 | 20 | NUM | |
| Dials | Req | UB | 50 – 51 | 2 | NUM | Range for dials is 01 to 08, inclusive. |
| Changed Dials | Opt | HH | 52 – 53 | 2 | NUM | Range for dials is 01 to 08, inclusive. |
| Decimals | Req | UB | 54 – 55 | 2 | NUM | Range for decimals is 00 to 08, inclusive. |
| Changed Decimals | Opt | HH | 56 – 57 | 2 | NUM | Range for decimals is 00 to 08, inclusive. |
| Read Direction | Opt | UB | 58 | 1 | A / N | R, L, C, or blank only. |
| Hi Limit | Req | UB | 59 – 68 | 10 | NUM | |
| Low Limit | Req | UB | 69 – 78 | 10 | NUM | |
| Prev Read | Req | UB | 79 – 88 | 10 | NUM | |
| Reading | Opt | HH | 89 – 98 | 10 | A / N | |
| Collector Reading | Opt | HH | 99 – 108 | 10 | A / N | Raw unadjusted reading from the MIU. |
| Read Code | Opt | HH | 109 – 110 | 2 | A / N | |
| Re-entry Count | Opt | HH | 111 – 112 | 2 | NUM | |
| Days of No Flow | Opt | HH | 113 | 1 | NUM | Code indicating the range of days the MIU recorded no flow within the past 35 days. |

Table 19: Read Detail Record Layout (continued)

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Reverse Flow | Opt | HH | 114 | 1 | NUM | Code indicating the category of reverse flow. |
| Days of Consumption | Opt | HH | 115 | 1 | NUM | Code indicating the range of days the MIU recorded intermittent or continuous consumption within the past 35 days. |
| Consumption Flag | Opt | HH | 116 | 1 | NUM | Code indicating the category of consumption measured. |
| Previous Error Count | Opt | UB | 117 | 1 | NUM | |
| Current Error Count | Opt | HH | 118 | 1 | NUM | |
| Fatal Error | Opt | HH | 119 | 1 | NUM | |
| Non-Fatal Error / Flag | Opt | HH | 120 | 1 | NUM | |
| Voltage | Opt | HH | 121 – 123 | 3 | NUM | |
| MIU Type | Opt | HH | 124 – 125 | 2 | NUM | . |
| AMR Read Type | Opt | HH | 126 – 127 | 2 | NUM | |
| High Power | Opt | HH | 128 | 1 | NUM | |
| R900 Format | Opt | HH | 129 – 130 | 2 | NUM | |
| Display Digits | Opt | HH | 131 | 1 | NUM | |
| Multiplier Applied | Opt | HH | 132 | 1 | NUM | |
| Gas No Flow | Opt | HH | 133 | 1 | NUM | |
| Current Gas Backflow Tamper | Opt | HH | 134 | 1 | NUM | |
| Current Gas Removal Tamper | Opt | HH | 135 | 1 | NUM | |
| Current Gas Magnetic Tamper | Opt | HH | 136 | 1 | NUM | |
| ERT Inversion Tamper | Opt | HH | 137 | 1 | NUM | |
| ERT Reverse Tamper | Opt | HH | 138 | 1 | NUM | |
| 35-Day Gas Backflow Tamper | Opt | HH | 139 | 1 | NUM | |

Table 19: Read Detail Record Layout (continued)

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| 35-Day Gas Removal Tamper | Opt | HH | 140 | 1 | NUM | |
| 35-Day Gas Magnetic Tamper | Opt | HH | 141 | 1 | NUM | |
| 35-Day Program Flag | Opt | HH | 142 | 1 | NUM | |
| Reed Switch Failure Flag | Opt | HH | 143 | 1 | NUM | |
| Additional Flags | Opt | HH | 144 – 212 | 69 | | For future use. |
| Register Manufacturer | Opt | HH | 213 – 237 | 25 | A / N | |
| Register Install Date | Opt | HH | 238 - 245 | 8 | NUM | YYYYMMDD. |
| Register ID | Opt | HH | 246 – 255 | 10 | A / N | |
| CRLF | Req | UB | 256 – 257 | 2 | | Carriage return, line feed. |

## Route Trailer Record Layout

This section provides the route trailer record layout.

Table 20: Route Trailer Record Layout

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | RTETR. |
| Office | Opt | UB | 6 – 9 | 4 | A / N | Must be the same value as in the corresponding Route Header Record. |
| Cycle | Req | UB | 10 – 13 | 4 | A / N | Must be the same value as in the corresponding Route Header Record. |
| Route | Req | UB | 14 – 23 | 10 | A / N | Must be the same value as in the corresponding Route Header Record. |
| # Premises | Opt | UB | 24 – 29 | 6 | A / N | Use blanks if total is unavailable. |
| # Meters | Opt | UB | 30 – 35 | 6 | A / N | Use blanks if total is unavailable. |
| CRLF | Req | UB | 36 – 37 | 2 | | Carriage return, line feed. |

## Company Trailer Record Layout

This section provides the company trailer record layout.

Table 21: Company Trailer Record Layout

| Column | Use | Source | Offset | Length | Type | Comment |
|---|---|---|---|---|---|---|
| Record ID | Req | UB | 1 – 5 | 5 | A / N | COMTR. |
| Company Code | Req | UB | 6 – 9 | 4 | A / N | Must be the same as in the corresponding Company Header Record. |
| # Routes | Opt | UB | 10 – 15 | 6 | A / N | Use blanks if total is unavailable. |
| CRLF | Req | UB | 16 – 17 | 2 | | Carriage return, line feed. |

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# Chapter 2: Field Descriptions

The following fields are defined in alphabetical order for your reference. Keep in mind the following:

- *Alphanumeric* means you can have a combination of numerical and alphabetical characters, which can include special characters or other punctuation marks.
- *Numeric* means the characters can be numbers only.
- *Alpha* means the characters are alphabetical only and can include special characters or other punctuation marks.

Table 22: Field Descriptions

| Field | Description |
|---|---|
| # Meters | An alphanumeric, six-character field that indicates the total number of meters. |
| # Premises | An alphanumeric, six-character field that indicates the total number of premisses. |
| # Routes | An alphanumeric, six-character field that indicates the total number of routes. |
| 35-Day Gas Backflow Tamper | A numeric, one-digit code that indicates the tamper detection of gas backflow for R900®G. |
| 35-Day Gas Magnetic Tamper | A numeric, one-digit code that indicates the tamper detection of magnetic tamper for R900G. |
| 35-Day Gas Removal Tamper | A numeric, one-digit code that indicates the tamper detection for removal of R900G. |
| 35-Day Leak | A numeric, one-digit code that indicates the range of days a potential leak was detected. |
| 35-Day Program Flag | A numeric, one-digit code that indicates how many times the meter was programmed in the last 35 days. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Account Number | An alphanumeric, 20-character field that identifies the customer account number. If the account number is less than 20 characters, the unused space is blank. You can use the unused space to display any other relevant account information and it appears just as it is sent from the CIS utility billing system vendor.<br><br>Although the CIS utility billing system master file can include the route number as part of the account number, the Neptune® 360™ system reserves a field in the route header record for the route number.<br><br>Therefore, the account number field, which is in each meter record, needs to include only the account. |
| Account Status | An alphanumeric, four-character code that indicates the current status of each account. These codes refer to one of four account status types:<br>• ACTI – Active.<br>• AWZ – Active Warn on Zero Usage.<br>• INAC – Inactive.<br>• IWU – Inactive Warn on Usage.<br><br>The account status must be all uppercase. |
| Additional Flags | A 69-character field for future growth. |
| Address 1 | An alphanumeric, 26-character field containing the first line of the street name and assigned number of the residence. |
| Address 2 | An alphanumeric, 26-character field for additional address information. |
| AMR Read Type | A numeric, two-digit field that indicates the AMR reading type, for example:<br>• 00 – Itron ERT.<br>• 01 – Advantage.<br>• 02 – R900 ProRead.<br>• 03 – R900 E-CODER.<br>• 05 – R900 Gas. |
| Collection ID | A numeric, 13-character field that contains the unique identifier for the collection device (use spaces if the device provides no ID value). Indicates the MIU serial number. |
| Collector Reading | An alphanumeric 10-character field that contains the raw unadjusted reading that comes from the MIU. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Comment Code 1 | An alphanumeric, four-character field that contains a note or comments concerning the reading. |
| Comment Code 2 | A second alphanumeric, four-character field that contains a note or comments concerning the reading. |
| Company Code | An alphanumeric, four-character field that defines the entity governing the working regions and offices of a particular group of personnel. This also determines where cycles and routes are imported. The company must not change within a grouping of records in the import file. |
| Completion Date | A numeric, eight-digit field that represents the actual date of the reading. The date format is YYYYMMDD. |
| Constant / Multiplier | A multiplication factor that determines electric meter consumption. Neptune 360 does not use this field. |
| Consumption | An alphanumeric, six-character field that indicates the amount of water or gas billed during the last billing cycle or for the overdue amount in a collection type. |
| Consumption Flag | A numeric, one-digit field based on the total number of 15-minute periods of recorded consumption in the previous 24-hour period. Formerly known as Current Leak (E-CODER® registers only).<br>• 0 – Normal – 0 to 49 15-minute periods of recorded consumption.<br>• 1 – Intermittent Consumption – 50 to 95 15-minute periods of recorded consumption.<br>• 2 – Continuous Consumption – all 96 15-minute periods showing consumption. |
| Create Date | A numeric, eight-digit field that represents the actual date the transfer file was created. The date format is YYYYMMDD. |
| CRLF | A carriage return, line feed. Each line should end with one of each of these in the last two positions. |
| Current Error Count | A numeric, one-digit field that indicates error / tamper count for R900G. |
| Current Gas Backflow Tamper | A numeric, one-digit field that indicates a tamper detection flag for no gas flow. |
| Current Gas Magnetic Tamper | A numeric, one-digit field that indicates a tamper detection flag for gas magnetic tamper. |
| Current Gas Removal Tamper | A numeric, one-digit field that indicates a tamper detection flag for gas removal. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Customer Address City | An alphanumeric, 26-character field that indicates the city in which the customer address is located. |
| Customer Address House Number | An alphanumeric, seven-character field that indicates the house number of the customer address. |
| Customer Address HSuffix | An alphanumeric, seven-character field that indicates the house number suffix of the customer address. For example, -A. |
| Customer Address Postdir | An alphanumeric, two-character field indicating direction: N, S, E, W, NE, NW, SE, SW. |
| Customer Address Predir | An alphanumeric, two-character field that indicates the direction: N, S, E, W, NE, NW, SE, SW. |
| Customer Address SSuffix | An alphanumeric, four-character field that indicates the street name suffix. |
| Customer Address State | An alphanumeric, two-character field that indicates the two-letter state abbreviation code for the customer address. |
| Customer Address Street | An alphanumeric, 25-character field that indicates the street of the customer address. |
| Customer Address Unit | An alphanumeric, 15-character field that indicates the unit for the customer address. For example: Apt. 1201 or Unit 7. |
| Customer Address Zip | An alphanumeric, 11-character field that indicates the postal zip code for the customer address. |
| Customer Contact | An alphanumeric, 26-character field that indicates the name of the contact person. |
| Customer Name | An alphanumeric, 26-character field that indicates the name of the customer. |
| Customer Phone 1 | An alphanumeric, 10-character field that indicates the primary phone number for the customer. |
| Customer Phone 2 | An alphanumeric, 10-character field that indicates an additional phone number of the customer. |
| Cycle | An alphanumeric, four-character field that identifies a group of routes in the meter reading process. These routes can be grouped according to the period in which they are to be billed, and then assigned a cycle number. When using letters, only uppercase are valid. |
| Date | A numeric, 10-character field that indicates the date the vehicle was used for meter reading. The valid format is YYYYMMDD. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Days of Consumption | (E-CODER registers only.) Code that indicates the range of days the MIU recorded intermittent or continuous consumption within the past 35 days. Formerly known as Leak 35 - Days.<br>• **0** – 0 days.<br>• **1** – 1 to 2 days.<br>• **2** – 3 to 7 days.<br>• **3** – 8 to 14 days.<br>• **4** – 15 to 21 days.<br>• **5** – 22 to 34 days.<br>• **6** – 35 days (intermittent or continuous consumption every day). |
| Days of No Flow | A numeric, one-character code that indicates the range of days the MIU recorded no flow within the past 35 days. Formerly known as Water No Flow 35 - Days. (E-CODER registers only.)<br>• **0** – 0 days (flow every day).<br>• **1** – 1 to 2 days.<br>• **2** – 3 to 7 days.<br>• **3** – 8 to 14 days.<br>• **4** – 15 to 21 days.<br>• **5** – 22 to 34 days.<br>• **6** – 35 days (no flow detected). |
| Deactivate Date | A numeric, eight-character field that indicates the date the route is to be deactivated in Neptune 360 after exporting. |
| Decimals | A numeric, two-digit field from 00 – 08 that determines the number of digits placed to the right of the decimal point on a meter reading. The value is generally set to a quantity greater than zero only when reading electric demand or electric probe meters. |
| Dependent WO | An alphanumeric, 20-character field reserved for future use to link related orders together. |
| Description | An alphanumeric, 40-character field that describes the company associated with the company code. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Dials | A numeric, two-digit field from 01 – 08 in the Reading Detail Record that indicates the number of digits expected for a meter reading. You can use this information to audit the entered reading and to control the reading field size displayed on the handheld. For readings with a decimal, the number of dials does not include the decimal even though a decimal appears in the Read field on the handheld display. |
| Display Digits | A numeric, one-digit field that indicates the number of digits in the main reading display. This is the actual digit count, not the raw value of the R900 reading. For example, six digits has a value of six not the raw reading value of two. |
| Elapsed Time | A numeric, five-digit field that represents the time in seconds that have elapsed since the reading was taken. |
| Email Address | An alphanumeric, 50-character field that indicates the email address used for the account, which is passed over to the Neptune 360 host software. |
| Entry Date | A numeric, eight-character field for the date an order was created or placed into the computer system. The format is YYYYMMDD. |
| ERT Inversion Tamper | A numeric, one-digit field that indicates a tamper detection flag for ERT inversion. |
| ERT Reverse Tamper | A numeric, one-digit field that indicates a tamper detection flag for ERT removal. |
| Fatal Error | A numeric, one-digit field that indicates an error for an R900. |
| File Version | An alphanumeric, one-character field that indicates the version of the Neptune 360 file layout used. The only valid values are **4** and **2**. See "V2 File Layout" on page 43 |
| Force Special Instruction | A Boolean, one-character field to force the display of the Special Instruction field on a handheld device. If **Y,** the field displays notes as a hazard. If left blank, a value of **N** is assumed. |
| Force Special Instruction 2 | A Boolean, one-character field to force the display of the Special Instruction **2** field on a handheld device. If **Y,** the field displays notes as a hazard. If left blank, a value of **N** is assumed. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Gas No Flow | A numeric, one-digit field that indicates a period for which there has been no gas flow:<br>• **0:** < 7 Days.<br>• **1**: 7– 14 Days.<br>• **2:** > 14 Days.<br>• **3:** Undefined. |
| Handheld ID | An alphanumeric, 20-character field supplied by the utility to identify the device used for data capture. |
| Hazard Code | An alphanumeric, four-character code which identifies the hazard or warning, such as a code for electric fences or warnings of potential hazards. |
| Hazard Text | An alphanumeric, 26-character field which provides free-form information that is returned from the reader. It can contain additional information such as, directions to help locate the meter, act as a reminder for electric fences, warnings of hazards. |
| High Limit | A numeric, 10-digit field that defines the highest meter reading that is expected to be captured at a particular account. This field can be either left or right-justified and the CIS assigns it. |
| High Power | A numeric, one-digit field used as high versus low power indicator for all R900 meters. |
| Last Time Read | A numeric, 14-digit field that indicates the time on the meter clock when previously probed. (YYYYMMDDHHMMSS). |
| Low Limit | A numeric, 10-digit field that defines the lowest meter reading that is expected to be captured at a particular account. This field can be either left or right-justified and the CIS assigns it. |
| Mail Address 1 | An alphanumeric, 26-character field that describes the mailing address. |
| Mail Address House Number | An alphanumeric, seven-character field that indicates the house number of the mailing address. |
| Mail Address HSuffix | An alphanumeric, seven-character field that indicates the house number suffix of the mailing address. |
| Mail Address Postdir | An alphanumeric, two-character field that indicates the direction: N, S, E, W, NE, NW, SE, SW. |
| Mail Address Predir | An alphanumeric, two-character field that indicates the direction: N, S, E, W, NE, NW, SE, SW. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Mail Address SSuffix | An alphanumeric, four-character field that indicates the street name suffix. |
| Mail Address Street | An alphanumeric, 26-character field that indicates the street name of the mailing address. |
| Mail Address Unit | An alphanumeric, 15-character field that indicates the unit for the mailing address. |
| Mail City | An alphanumeric, 26-character field that indicates the city of the mailing address. |
| Mail Name | An alphanumeric, 26-character field that indicates the name of the mailing (billing) address. Different from the customer name. |
| Mail Phone | An alphanumeric, 10-character field that indicates the phone number for the mailing address. |
| Mail State | An alphanumeric, two-character field that indicates the code for the state for the mailing address. |
| Mail Zip | An alphanumeric, 11-character field that indicates the postal zip code for the mailing address. |
| Meter Condition Code 1 | The first four-character, alphanumeric field that identifies the condition of the meter. |
| Meter Condition Code 2 | The second four-character, alphanumeric field that identifies the condition of the meter. |
| Meter Custom 1 | The first alphanumeric, 26-character field that represents the custom display for meter screens. |
| Meter Custom 2 | The second alphanumeric, 26-character field that represents the custom display for meter screens. |
| Meter Install Date | A numeric, eight-digit field that represents the actual date the meter was installed. The date format is YYYYMMDD. Do not use zeros in this field. |
| Meter Key | A numeric, 20-character field that identifies a meter within a utility. The meter key should be a unique identifier that the CIS assigns and can be the same as the meter number as long as it is numeric. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Meter Location | An alphanumeric, four-character field that identifies where the meter or remote receptacle is located on a given property. Each code has a corresponding description. Examples of location codes are:<br>• **BL** – Back left.<br>• **base** – Basement.<br>• **FtRt** – Front right. |
| Meter Manufacturer | An alphanumeric, three-character field that identifies the manufacturer of the meter. |
| Meter Number | An alphanumeric, 20-character field that identifies the meter. The meter number often consists of the meter serial number or a code which identifies the manufacturer. If there is no Collection ID associated with a meter, the meter number must be unique. |
| Meter Size | An alphanumeric, eight-character field that describes the size of the meter. Although any value can be specified, Neptune 360 recognizes the following values for meter size. This includes the trailing inch symbol (double quotes) for the purpose of calculating consumption: 5/8", 3/4", 1", 1-1/2", 2", 3", 4", 6", 8", 10", 12", 16", or 20". The value should not be an index or row reference to an internal CIS table; it should be an actual meter size. This field is optional.<br>See Appendix A for a full list of allowed alternate values. |
| Meter Type | An alphanumeric, four-character field that indicates the method expected to read a given meter. Although you can specify any value, Neptune 360 reserves the following values to indicate specific read methods:<br>• **0001** or **ADVT** – Advantage probe.<br>• **0002** or **R900** – R900 / radio.<br>• **0004** or **MAN** – Manual / keyed. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Meter UOM | An alphanumeric, three-character field that identifies the unit of measure for the meter. This field is optional. Although any value can be specified, Neptune 360 only recognizes the following values for the meter unit of measure (UOM) for the purposes of calculating consumption.<br>• CF3 – Cubic feet.<br>• CM3 or M3 – Cubic meters.<br>• GAL – Gallons.<br>• IPG – Imperial gallons.<br>• LTR – Lliters (Litres).<br>See Appendix B for a full list of allowed alternate values. |
| MIU Type | A numeric, two-digit code that indicates the utility meter type:<br>• 01 – Gas.<br>• 02 – Water.<br>• 03 – Other. |
| Multiplier Applied | A numeric, one-digit field for a flag that indicates if the multiplier of 10 is to be applied to the main reading to get the real engineering unit value. |
| Must Read Code | A Boolean, one-character field that indicates the meter must be read (Y) or should not be read (N). |
| New Tamper 1 | A numeric, one-digit field that represents a value that, if changed on return to the CIS utility billing system, indicates inversion tamper on the meter. |
| No Flow Days | An alphanumeric, one-character E-CODER code that indicates a four (4) for no flow days, or consecutive days with zero consumption. |
| Non-Fatal Error / Flags | A numeric, one-digit field defined by the meter manufacturer to signal no error for the R900 electric or gas meter. |
| Notes Back | An alphanumeric, 128-character field that sends notes back to the CIS utility billing system. |
| Office | An alphanumeric, four-character field. The office field that defines the entity governing a working group of personnel. It also determines where cycles and routes are to be imported. The office must not change within a grouping of records in the import file. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Order Status | An alphanumeric, two-character field that indicates the status of the order:<br>• IN – Incomplete.<br>• CO – Complete.<br>• SK – Skipped. |
| Permit | A Boolean, one-character field that must be Y or N to indicate a permit. |
| Premises Custom 1 | An alphanumeric, 26-character area that contains the first set of custom display fields for the premises. |
| Premises Custom 2 | An alphanumeric, 26-character area that contains the second set of custom display fields for the premises. |
| Premises Key | An alphanumeric, 20-character field that uniquely identifies the premises. Use the account number unless the CIS utility billing system vendor has a better key. |
| Prev Read | A numeric, 10-digit field assigned by the CIS utility billing system vendor. This field shows the meter reading for the previous billing period. |
| Prev Read Date | An alphanumeric, eight-character field assigned by the CIS utility billing system vendor. This field contains the month, day, and year that the previous reading was entered. Valid Format: YYYYMMDD. |
| Previous Error Count | A numeric, one-digit field that indicates the R900 Gas tamper. Use 8 to suppress tamper check. |
| R900 Format | A numeric, two-digit field that indicates the R900 reading format:<br>• 0 – Binary.<br>• 1 – BCD.<br>• 2 – Data Stream (not used).<br>• 3 – E-CODER.<br>• 4 – MLOG. |
| Re-entry Count | A numeric, two-character field that indicates the number of different reads entered. |
| Read Code | An alphanumeric, two-character field that indicates the type of read:<br>• AH – Admin High Fail.<br>• AL – Admin Low Fail.<br>• AR – Admin Read. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| | • AU – Admin Inactive.<br>• AZ – Admin Zero Use.<br>• ER – External Read (Probe).<br>• EF – External Failure (adds more for validation of radio and probe reads).<br>• FC – Failure Read Compare.<br>• KA – Keyed Alpha.<br>• KH – Keyed High.<br>• KI – Keyed Inactive.<br>• KL – Keyed Low.<br>• KN – Keyed, Negative Usage.<br>• KR – Keyed Read.<br>• KV – Keyed Verified.<br>• KZ – Keyed Zero Consumption.<br>• RA – Radio Alpha Characters (: : : : : :).<br>• RH – Radio High Reading.<br>• RI – Radio Inactive.<br>• RL – Radio Low Reading.<br>• RN – Radio Negative Consumption.<br>• RR – Radio Read.<br>• RT – Radio Tamper.<br>• RV – Radio Verified.<br>• RZ – Radio Zero Consumption. |
| Read Date | A numeric, eight-character field that represents the date the route is expected to be read. The date format is YYYYMMDD. |
| Read Direction | An alphanumeric, one-character field that designates the direction the meter reading is input into the handheld. This field can be one of the following:<br>• R – Right.<br>• L – Left.<br>• C – Center.<br>• Blank. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Read Instruction 1 | An alphanumeric, four-character field that contains read instructions for the meter reader. Each code has a corresponding instruction code description. Certain codes can be designated as flash-and-beep or alert-and-hold to make the meter reader aware of the instruction attached to the meter. The system provides for two instruction codes per meter. Some examples include:<br>• GK – Get key from neighbor.<br>• LC – Low ceiling.<br>• KOG – Keep off grass.<br>These codes can be sent from the CIS utility billing system vendor or they can be created in Neptune 360. When using letters, only uppercase is valid. |
| Read Instruction 2 | A second alphanumeric, four-character field for read instructions. See Read Instruction 1. |
| Read Sequence | A numeric, six-digit field, mandatory, right-justified, and zero-filled. This field, assigned by the CIS utility billing system, determines the order in which multiple meters at one account are to be read. All records are indexed based upon the combination of data in the Pg (Page) (priority 1 index) and the ReadSeq (priority 2 index) fields. |
| Read Type | An alphanumeric, four-character field that describes the type of read or measurement expected for an individual register. Used in conjunction with Meter Type. Read Type is optional; however, if Neptune 360 Handheld Support is set to YES, the Read Type field is required, and a value must be specifiiced. Examples include:<br>• WTR.<br>• WAT.<br>• HIGH.<br>• LOW.<br>• WATH.<br>• WATL. |
| Reader ID | An alphanumeric, 20-character field that identifies the reader used. In Neptune 360, this can be the email address for a user or it can be the name of a handheld device. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Reading | An alphanumeric, 10-character field the meter reader assigns in the handheld. This field shows the meter reading that was recorded.<br><br>Meter readings are usually left-justified if the following conditions exist:<br>• **ReadDir** – L or R.<br><br>Meter readings are normally right-justified if the following conditions exist:<br>• **ReadDir** – C.<br>• The right-justify meter reading parameter in the PC software in system setup is enabled. This particular adjustment takes place during unloading the handheld. The setting applies to all meter readings but does not affect readings while they are being collected in the handheld. |
| Record ID | An alphanumeric, five-character field that defines the type of header or detail record. The utility cannot change record IDs set by Neptune 360. |
| Reed Switch Failure Flag | A numeric, one-digit code that indicates a reed switch for R900G. A reed switch is an electromagnetic switch used to control the flow of electricity in a circuit. |
| Register ID | An alphanumeric, 10-character field that indicates the unique register identifier. |
| Register Install Date | A numeric, eight-digit field that represents the actual date the register was installed. The date format is YYYYMMDD. |
| Register Manufacturer | An alphanumeric, 25-character field that identifies the register manufacturer. |
| Reverse Flow | A numeric, one-character field that indicates the level of any reverse flow event measured by a register within either the past 35-days or past 24-hours depending on register configuration. The water volumes that trigger values of 1 or 2 for Reverse Flow vary based on meter size and register UOM. Formerly known as Peak Backflow (E-CODER registers only).<br>• **0** – No Reverse Flow indicated.<br>• **1** – Minor Reverse Flow.<br>• **2** – Major Reverse Flow. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Route | An alphanumeric, 10-character field (assigned by the billing system vendor) that identifies the route or book to which an account belongs. Any unused character positions to the right of this field must be defaulted to spaces. These must be left-justified, blank-filled in this field. |
| Route Message | An alphanumeric, 80-character field for free-form statements that are downloaded to the handheld for a particular route. The message is displayed on the handheld when the meter reader begins the route. |
| Seal Number | An alphanumeric, 10-character field that prompts the meter reader to verify the Seal ID. The billing system vendor can send this option or select through Neptune 360. |
| Skip Code | An alphanumeric, four-character field in the CS skip code table record. The Skip Code field contains a code the meter reader enters on the handheld to explain why a meter reading was not obtained at a particular account. Each code identifies a specific reason:<br>• NOAC – No access (for example: SKNOAC).<br>• DOG – Bad dog (for example: SKDOG).<br>The skip code is displayed in the reading field on the handheld with a prefix of "SK" followed by the 1 to 4 character skip code. |
| Special Instruction 1 | An alphanumeric, 300-character field that contains account instructions for the meter reader. Each code has a corresponding instruction code description. Certain codes can be designated as flash-and-beep or alert and hold to make the meter reader aware of the instruction attached to the meter. The system provides for two instruction codes per meter. Some examples include:<br>• GK – Get key from neighbor.<br>• LC – Low ceiling.<br>• KOG – Keep off grass.<br>The billing system vendor can send these codes created in Neptune 360. When using letters, only uppercase is valid. |
| Special Instruction 2 | A second alphanumeric, 300-character field for special instructions. See Special Instruction 1. |
| Timestamp | A numeric, six-digit field that represents the time the meter reader read the account or the Neptune 360 host operator modified the reading. The timestamp format is HHMMSS. |

Table 22: Field Descriptions (continued)

| Field | Description |
|---|---|
| Trouble Code Description | An alphanumeric, 20-character field in the CT trouble code table record that describes the corresponding trouble code. The description is sent from the CIS utility billing system vendor or created in Neptune 360. |
| Trouble Type | An alphanumeric, one-character field that (used only in the CT trouble code table record) indicates a particular trouble type for the corresponding trouble code. The trouble type is sent from the CIS utility billing system or sent through Neptune 360. |
| Utility Pass Through | An alphanumeric, 128-character field (the CIS assigns) that contains any utility-defined data (for example: account number). The Utility Pass Through field is limited to printable characters and no carriage return or line feed. This data is not transferred onto nor visible on a handheld device. |
| Voltage | A numeric, three-digit field that indicates the operating meter voltage. |
| Xcoord | A numeric, 12-character field that indicates the **longitude** (X coordinate). Coordinates must be in decimal format. |
| Ycoord | A numeric, 12-character field that indicates the **latitude** (Y coordinate). Coordinates must be in decimal format.<br><br>Expressing coordinates as X coordinates and Y coordinates equates to longitude and latitude format. For coordinates within North America, X coordinates have a negative sign, and Y coordinates do not (always positive). |

# Summary

This chapter provides a summary of the differences between N_SIGHT® v2, N_SIGHT® v4 and Neptune® 360™ file layouts.

## V2 File Layout

The Neptune 360 file layout is similar to the N_SIGHT v2 file layout that is the predecessor to and a subset of N_SIGHT v4. When compared to N_SIGHT v4, the v2 file layout contains one less field / column at the end of the Alternate Premises Record and three fewer fields / columns at the end of the Read Detail Record. Accordingly, both records had shorter byte lengths in the v2 file layout.

The v2 file is a subset of the v4 file. The following table is a list of changes needed to make to the v4 file compatible with the v2.

Table 23: Changes to Neptune® 360™ File Format Requirements to Support v2

| Record Type | Change to Neptune 360 Requirement |
|---|---|
| Company Header | File version must be **2**. |
| Alternate Premises Record | Remove Email Address column. |
| Alternate Premises Record | Carriage return, line feed (CRLF) must be at offsets 619 – 620. |
| Alternate Premises Record | Total record length including CRLF must be 620 bytes. |
| Read Detail Record | Remove Register ID column. |
| Read Detail Record | Remove Register Install Date column. |
| Read Detail Record | Remove Register ID column. |
| Read Detail Record | Carriage return, line feed (CRLF) must be at offsets 213 – 214. |
| Read Detail Record | Total record length including CRLF must be 214 bytes. |

All other Neptune 360 file layout requirements and validations described in this document apply to a v2 file.

## V4 File Layout

Several record type and field-level differences exist between the N_SIGHT v4 and Neptune 360 file layouts that the following table summarizes.

Table 24: Differences between N_SIGHT® v4 and Neptune® 360™ File Layouts

| Record Type | Field Name | N_SIGHT v4 | Neptune 360 |
|---|---|---|---|
| Company Trailer | Record ID | Field use was optional. | Field use is required. |
| Meter Detail | Meter Number | Field was numeric. | Field is alphanumeric. |
| ERT Detail | N / A | Record type use was optional. | Record type not supported. |
| Vehicle Detail | N / A | Record type use was optional. | Record type not supported. |

Neptune 360 does not support the following hierarchy that was used to represent compound meters in N_SIGHT v4.

| | | | | |
|---|---|---|---|---|
| COMHD | | | | |
| | RTEHD | | | |
| | | PRMDT | | |
| | | | MTRDT | |
| | | | | RDGDT |
| | | | | RDGDT |
| | RTETR | | | |
| COMTR | | | | |

# Appendix A Meter Size

This appendix contains a table of meter sizes supported by Neptune® 360™. For each meter size, a list of valid alternate notations is provided. Values for meter size cannot exceed eight total characters.



Alpha characters in the alternate notations, such as "x", may be upper or lower case.

Table 25: Meter Size

| Meter Size | Alternate Values |
|---|---|
| 5/8 | 5/8", 58, .625, 0.625, 5/8 in, or 5/8 in. |
| | 5/8x1/2 or 5/8x1/2" |
| | 5/8x3/4 or 5/8x3/4" |
| | 5/8x5/8 or 5/8x5/8" |
| 3/4 | 3/4", 34, .75, 0.75, 3/4 in, or 3/4 in. |
| | 3/4 SL or 3/4" SL |
| | 3/4 x 1, 3/4"x1", 3/4x1, or 3/4x1" |
| 1 | 1", 1 in, or 1 in. |
| | 1x1 1/4, 1x1 1/4", 1x1-1/4, or 1x1-1/4" |
| 1 1/2 | 1 1/2", 1-1/2, 1-1/2", 112, or 1.5 |
| | 1 1/2x10 |
| | 1 1/2x12 or 1-1/2X12 (refers to a 1 1/2 x 12 5/8 meter) |
| | 1 1/2x13 or 1-1/2x13 |
| 2 | 2", 2 in, or 2 in. |
| | 2 x 10, 2" x 10", 2x10, or 2x10" |
| | 2x15-1/4 |
| | 2 x 17, 2" x 17", 2x17, or 2x17" |
| 3 | 3", 3 in, or 3 in. |

Table 25: Meter Size (continued)

| Meter Size | Alternate Values |
|---|---|
| 4 | 4", 4 in, or 4 in. |
| 6 | 6", 6 in, or 6 in. |
| | 6" x 8", 6 x 8", 6x8, or 6x8" |
| 8 | 8", 8 in, or 8 in. |
| 10 | 10", 10 in, or 10 in. |
| 12 | 12", 12 in, or 12 in. |
| 16 | 16", 16 in, or 16 in. |
| 20 | 20", 20 in, or 20 in. |

# Appendix B Meter UOM

This appendix provides the preferred values for each meter UOM as well as valid alternate values supported by Neptune® 360™



Alpha characters may be upper or lower case. Values with only one or two characters must be left-justified and space filled to three characters.

Table 26: Meter UOM

| Meter UOM Value | Unit of Measure | Alternate Values |
|---|---|---|
| FT3 | Cubic Feet | F3, CF3, CF, CCF, or F^3. |
| M3 | Cubic Meters | CM3, CM, CCM, M^3, or kl. |
| GAL | Gallons | G, GL, or USG. |
| IPG | Imperial Gallons | IG. |
| LTR | Litres | L, LT, or DM3. |

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**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

Online
**www.neptunetg.com**

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

# R900® Belt Clip Transceiver

## Automate Measurement to Activate Operational Efficiency

As part of the Neptune® R900® System, the R900® Belt Clip Transceiver (R900 BCT) is your utility personnel's partner in mobile meter reading and in-field customer support and is now iOS compatible.

The R900 BCT's two-way communications to the R900® MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

## Move Ahead with Backward Compatibility and Forward Innovation

The R900 BCT, as with the rest of the Neptune R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Now, the R900 BCT is capable of reading electric, bubble-up ERT® devices and processing SCM or SCM+ message files that these ERT devices transmit. This gives utilities the freedom of equipping with just the R900 BCT to read both water and electric meters.

So, go ahead and phase in new features and equipment at your own pace with confidence that Neptune will support your future needs without leaving you with stranded assets.

## Present Consumption Data in the Field for Proactive Customer Service

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a mobile device running Neptune software, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll[1]. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentment of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.




**KEY BENEFITS**

## Increases meter reading efficiency

- Increased RF throughput capabilities which reduce reading time in high-density R900 environments
- Two-way communications to R900 MIU which reduces time required to retrieve data logging information
- Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions

## No stranded assets

- Compatible with all generations of R900 MIUs
- Probe compatibility with Advantage and Pocket ProReader
- Connects via Bluetooth to Trimble Nomad or Trimble Ranger for meter reading
- Connects via Bluetooth to Android or iOS mobile devices for in-field customer support
- Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products

## KEY BENEFITS CONTINUED

### Reads ERT devices

- Compatible with Itron electric ERT technology (bubble-up ERTs only)
- Processes SCM and SCM+ message format

### Analyze data at the source with either a smart phone or tablet

- Test-read R900s in the field or before installation to obtain reading and E-CODER® flag events
- Retrieve 96 days of hourly interval data logging information
- View graph of data logging intervals in the field
- Share data logging graph information with homeowner to address high bill complaints

*[1]Contact Neptune Customer Support for the latest device and operating system compatibilities.*

## Specifications

### Communication: Bluetooth 2.1 or later and USB

### Handheld Software Compatibility: N_SIGHT® version 4.7 or later

### Power Supply

- Rechargeable lithium-ion battery pack – 5000 mAh capacity
- Field-replaceable, recommended replacement every 2 years

### Memory: 4GB SD card

### Device Compatibility

- Trimble Nomad 900B/900LE/1050B/1050LE, Trimble Ranger 3, and Android/iOS mobile devices[1]

### Indicators

- Four LEDs identify Bluetooth communication, RF status, mode status, and battery status

### Dimensions

- Height: 3.58” (9.1 cm)
- Width: 1.66” (4.22 cm)
- Length: 5.75” (14.6 cm)

### Weight: 1.1 lbs. (499g) including rechargeable battery

### Temperature Range

- Operating: -4°F to +122°F (-20°C to +50°C)
- Storage: -40°F to +185°F (-40°C to +85°C)

### Accessories

- Spare battery
- Spare battery charger
- Belt clip
- SD card
- 12V USB vehicle power cable

### Warranty

- One-year comprehensive warranty
- Hardware maintenance contracts available

### Receiver Channels: 50

### Number of Simultaneous Channels: 8

### Approvals

- FCC Class B
- IC

## Mode Overview

| | Normal | Unattended Operations | USB Mass Storage |
|---|---|---|---|
| Bluetooth Pairing to Devices | Required | N/A | No. Used for firmware updates and transfer of data via USB from SD card to Neptune software |
| Trimble Nomad 900B/900LE/ 1050B/1050LE Compatible | Yes | N/A | |
| iOS App Compatible | Yes | N/A | |
| Android App Compatible | Yes* | N/A | |
| R900 Compatible | Yes | Yes | |
| Advantage / Pocket ProReader Compatible | Yes | No | |
| Data Logging Compatible | Yes | No | |
| SD Card Data Storage | Yes | Yes | |

**Advantage/Pocket ProReader and data logging not supported in Android NGO app.*

NEPTUNE TECHNOLOGY GROUP

**#winyourday**
neptunetg.com

**Neptune Technology Group**
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-690

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-690 | **Type:** | Contract | **Status:** | Consent Agenda |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/12/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Approve participation in a Cooperative Purchasing Contract with National Cooperative Purchasing Alliance (NCPA) Contract Number 05-57 for the purchase of Wireless, Battery-Powered Mobile Column Lifts in the amount of $68,094.59 from ARI Phoenix, Inc. Authorize the City Manager to sign and execute the Standard Form for New Piggyback Contract and authorize any change orders not to exceed 10% of the contract value for a total spending authorization of $74,904.05 .

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | ARI Phoenix Award Letter.pdf, ARI Phoenix Certificate of Insurance.pdf, ARI Phoenix Response.pdf, CityofCocoaFL_082420.pdf, E-Verify proof of registration.pdf, PARTIALLY EXECUTEDStandard Form for Piggyback Contract No05-57.pdf, Quote - QT_BPW-10-6-AJ.pdf, SIGNED E-verify Affidavit.pdf, Cont. Reso - Fleet Vehicle Lifts.docx, Budget Resolution FY 2022- ADA Compliant.docx, BAF 22-013-PT-PW-Quote adjustment (10-26-21) Agenda 21-690.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | tjones@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Region XIV Education Service Center**

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 16th, 2021

ARI Phoenix, Inc.
ATTN: Tekla Goodwin
4119 Binion Way
Lebanon, OH 45036

Dear Tekla:

Region XIV Education Service Center is happy to announce that ARI Phoenix, Inc. has been awarded an annual contract for Heavy-duty Transportation Maintenance Eqipment Solutions and Related Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on July 31st, 2022. The contract can then be renewed annually for an additional four years, if mutually agreed on by Region XIV ESC and ARI Phoenix, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Client#: 1582710 ARIPHO

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/01/2021

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

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

| PRODUCER | CONTACT NAME: Sheryl Stewart | |
|---|---|---|
| USI Insurance Services, LLC<br>312 Elm St. 24th Floor<br>Cincinnati, OH 45202-3576<br>513-852-6300 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: sheryl.stewart@usi.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : United States Fire Insurance Company | 21113 |
| INSURED<br>ARI Phoenix, Inc.<br>4119 Binion Way<br>Lebanon, OH 45036 | INSURER B : North River Insurance Company | 21105 |
| | INSURER C : Admiral Insurance Company | 24856 |
| | INSURER D : Hartford Fire Insurance Company | 19682 |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 5069012148 | 03/31/2021 | 03/31/2022 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | | | | | | MED EXP (Any one person) | $15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $Excluded |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 5069012148 | 03/31/2021 | 03/31/2022 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | 5238123264 | 03/31/2021 | 03/31/2022 | EACH OCCURRENCE | $2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $2,000,000 |
| | DED X RETENTION $0 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | 4087409706 | 03/31/2021 | 03/31/2022 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | | | | | | 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 |
| C | Products Liab | | | CA00003307803 | 03/31/2021 | 03/31/2022 | $1MM Occ/$100,000 Dedt | |
| C | Excess Products | | | GX00000190303 | 03/31/2021 | 03/31/2022 | $2MM Occ/$2MM Agg | |
| D | Installation | | | 33MSFH0291 | 03/31/2021 | 03/31/2022 | $430K/$2500 Dedt | |

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

**Evidence of Coverage**

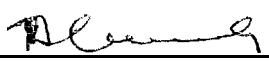
**CERTIFICATE HOLDER**

**ARI Phoenix, Inc.**
**4119 Binion Way**
**Lebanon, OH 45036**

**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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# Tab 1 – Master Agreement
# General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew for up to four (4) additional one-year terms or any combination of time equally not more than 4 years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers

  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- Pricing

  - <u>All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:

    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- Indemnity

  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance

  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest

  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure

  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

- Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor's available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer

- References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector

- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)

  Other factors relevant to this section as submitted by the proposer

# Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

| | |
|---|---|
| Company name | ARI Phoenix, Inc. |
| Address | 4119 Binion Way |
| City/State/Zip | Lebanon, OH 45036 |
| Telephone No. | 513-229-3750, ext. 103 office / 513-484-1066 mobile |
| Fax No. | 703-359-6405 |
| Email address | teklagoodwin@ari-hetra.com |
| Printed name | Tekla Goodwin |
| Position with company | Contracts Specialist |
| Authorized signature | T. Goodwin |

# Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance ("NCPA") and ARI Phoenix, Inc. ("Vendor").

**Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 05-57, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Heavy-duty Transportation Maintenance Equipment Solutions and Related Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Agency Name | State | Zip Code | Date | PO or Job # | RQN Number | Sale Amount | Admin Fee |
|---|---|---|---|---|---|---|---|
| | | | | | **Total** | | |

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee of three (3%) for the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

  - Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

| **National Cooperative Purchasing Alliance:** | | **Vendor:** | ARI Phoenix, Inc. |
|---|---|---|---|
| Name: | Matthew Mackel | Name: | Tekla Goodwin |
| Title: | Director, Business Development | Title: | Contracts Specialist |
| Address: | PO Box 701273 | Address: | 4119 Binion Way |
| | Houston, TX 77270 | | Lebanon, OH 45036 |
| Signature: |  | Signature: |  |
| Date: | August 16, 2021 | Date: | 20-Jul-2021 |

# NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

# NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is **http://www.ncpa.us/Facilities/Register)**

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

| | |
|---|---|
| Date | 20-Jul-2021 |
| RFP Number | 13-21 |
| Company Name | ARI Phoenix, Inc. |
| Printed Name | Tekla Goodwin |
| Signature | T. Goodwin |

# Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

| | | |
|---|---|---|
| ☐ Alabama | ☐ Maryland | ☐ South Carolina |
| ☐ Alaska | ☐ Massachusetts | ☐ South Dakota |
| ☐ Arizona | ☐ Michigan | ☐ Tennessee |
| ☐ Arkansas | ☐ Minnesota | ☐ Texas |
| ☐ California | ☐ Mississippi | ☐ Utah |
| ☐ Colorado | ☐ Missouri | ☐ Vermont |
| ☐ Connecticut | ☐ Montana | ☐ Virginia |
| ☐ Delaware | ☐ Nebraska | ☐ Washington |
| ☐ District of Columbia | ☐ Nevada | ☐ West Virginia |
| ☐ Florida | ☐ New Hampshire | ☐ Wisconsin |
| ☐ Georgia | ☐ New Jersey | ☐ Wyoming |
| ☐ Hawaii | ☐ New Mexico | |
| ☐ Idaho | ☐ New York | |
| ☐ Illinois | ☐ North Carolina | |
| ☐ Indiana | ☐ North Dakota | |
| ☐ Iowa | ☐ Ohio | |
| ☐ Kansas | ☐ Oklahoma | |
| ☐ Kentucky | ☐ Oregon | |
| ☐ Louisiana | ☐ Pennsylvania | |
| ☐ Maine | ☐ Rhode Island | |

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- ☐ American Somoa
- ☐ Federated States of Micronesia
- ☐ Guam
- ☐ Midway Islands
- ☐ Northern Marina Islands
- ☐ Puerto Rico
- ☐ U.S. Virgin Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐ N/A
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐ N/A
- Residency
  - Responding Company's principal place of business is in the city of Lebanon , State of Ohio
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☒ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:
    - ☐ Manufacturer Direct
    - ☐ Authorized Distributor
    - ☐ Value-added reseller
    - ☐ Certified education/government reseller
    - ☐ Manufacturer marketing through reseller
    - ☒ Other: Manufacturer direct and reseller
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

      Contact Person: Leah Ann DeLoretta
      Title: Accounts Payable
      Company: ARI Phoenix, Inc.
      Address: 4119 Binion Way
      City: Lebanon State: OH Zip: 45036
      Phone: 513-229-3750 Email: accountspayable@ari-hetra.com

- Purchase Orders

  Contact Person: Deon Fender
  Title: Customer Service Manager
  Company: ARI Phoenix, Inc.
  Address: 4119 Binion Way
  City: Lebanon State: OH Zip: 45036
  Phone: 513-229-3750 Email: orders@ari-hetra.com

- Sales and Marketing

  Contact Person: Justin Page
  Title: Marketing Specialist
  Company: ARI Phoenix, Inc.
  Address: 4119 Binion Way
  City: Lebanon State: OH Zip: 45036
  Phone: 513-229-3750 Email: justinpage@ari-hetra.com

Additional Contacts:

Steve Delaney
VP East Sales
stevedelaney@ari-hetra.com

Mark Medeiros
VP West Sales
markmedeiros@ari-hetra.com

Bill Gibson
VP Business Development
billgibson@ari-hetra.com

Tekla Goodwin
Contracts Specialist
teklagoodwin@ari-hetra.com

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

    ☒ Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    ☒ Yes ☐ No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    ☐ Yes ☒ No

## TAB 4 - Vendor Profile

1. **Company's official registered name.**
   ARI Phoenix, Inc.

2. **Brief history of your company, including the year it was established.**
   For over 30 years, ARI Phoenix, Inc (d/b/a ARI-HETRA) has been a Customer-focused company specializing in maintenance equipment for heavy-duty vehicles. We support our Customers with a team of skilled and dedicated direct employees as well as select distributors. ARI Phoenix, Inc. was incorporated as an Ohio-based S-corporation in July 2015, acquiring and becoming successor to the business of Automotive Resources, Inc. which itself had been incorporated in 1988. In total, ARI has been serving the HD Truck Maintenance industry proudly for 32 years.

   We value employees and customers above all else in the business. ARI-HETRA sells premium products of highest quality for the North American heavy duty vehicle maintenance industry, whether manufactured or distributed, with emphasis on capital goods requiring sophisticated selling and support. As a business model, we operate as a Manufacturer of efficient, lean, well-designed products made to last a lifetime. We are also a Master Distributor, delivering value to all parties by scouring the globe for innovative manufacturers who cannot access our Customers and deliver interesting volumes to those manufacturers as they access our market through us, often on a private-label basis. We partner with loyal local distributors and a direct sales team to develop deep Customer relationships, meeting their unique needs, often with customised products. ARI-HETRA obtains membership in key contracts to simplify the sourcing process for many of our Customers. Finally, we deliver excellent, timely and profitable service via direct employees and partner companies to keep our products running and deliver on the promise of "lowest lifetime cost" for our equipment.

3. **Company's Dun & Bradstreet (D&B) number.**
   079968600

4. **Corporate office location.**
   ARI Phoenix, Inc.
   4119 Binion Way
   Lebanon, OH 45036

5. **List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.**
   ARI-HETRA covers all states, as we employ a team of Regional Sales Managers and Regional Service Technicians who are assigned multiple locations and/or states and travel to customer's sites. A full list of employees is included at the end.

6. **List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.**
   ARI-HETRA operates from it's main headquarters in Lebanon, Ohio. As stated above, we employ a team of sales and service representatives across the United States in designated territories. Please see attached list for all key contacts. Any employee can be reached (or directed to) by calling our main office at 513-229-3750 or toll free at 800-562-3250.

7. **Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:**
    a. **Sales**
    Steve Delaney, VP East Sales with 23+ years of experience in the heavy-duty lifting systems industry, including 18 years as Sales Director and 5 years as VP of Eastern Sales.
    b. **Sales Support**
    Deon Fender, Customer Service Manager with 25+ years experience marketing, sales and customer service.
    c. **Marketing**
    Justin Page, 20+ years in graphic design, 10+ years in marketing and creative writing for blogs and publications.
    d. **Financial Reporting**
    Tekla Goodwin, 4+ years experience with government contracts including national cooperatives and GSA; 15+ years prior experience in marketing, advertising, sales and business development.
    e. **Executive Support**
    Bill Gibson, VP Business Development with 15+ years experience with ARI-HETRA and Heavy-Duty maintenance industry.

8. **Define your standard terms of payment.**
Net 30

9. **Who is your competition in the public marketplace?**
Mobile Column Lifts: Stertil-Koni, VSG Rotary, Challenger, Gray, Bendpak, SLEC, Mohawk
Wheel Service Products: Hunter, Coats, Ravagioli, Rotary
Exhaust Extraction: Nederman, Plymovent, Harvey Industries, Monoxievent, Magnegrip, Fumeavent, Car-mon.

12. **What is your strategy to increase market share in the public space?**
To increase market share, ARI-HETRA's marketing includes digital advertising, website updating (www.ari-hetra.com), government landing pages, product videos, google adwords, broadcast email campaigns, facebook and linkedin advertising, and new product/service press releases. A large percentage of our sales occur as a direct result of the strong relationships our field sales team have built with their customers. ARI-HETRA also attends over 15 industry tradeshows per year and we are seeing the rise in tradeshows again after this past year with COVID. In addition, ARI-HETRA has a robust advertising and lead generation program. Under the government tab on ARI's website, there are over 100+ clicks per month (https://www.ari-hetra.com/government/); in addition, our catalog reaches over 10,000 recipients per year. We also send broadcast emails to all eligible state and local recipients (from our current and potential customer database - approximately 4.5k State

and Local Govt. email contacts and 4k Education). In summary we have:
1.) Promotion in 15+ annual national and regional trade shows
2.) Government website landing page https://www.ari-hetra.com/government/
3.) Landing page for cooperative contract purchasing and how to buy
https://www.ari-hetra.com/coop-purchasing/
4.) Google Adword advertising
5.) Facebook postings https://www.facebook.com/arihetra/
6.) LinkedIn postings https://www.linkedin.com/company/ari-hetra/
7.) You Tube postings https://www.youtube.com/user/ARIHETRAinc/videos
8.) Instagram postings https://www.instagram.com/arihetra/

These efforts draw customers and potential customers to our corporate website, enhancing overall communication of our products/services. Our www.ari-hetra.com website was recently modernized and updated, increasing our SEO (search engine Optimization) and social media presence to drive traffic to our website and our government contracts section https://www.ari-hetra.com/government/. We also have a blog section on our website: https://www.ari-hetra.com/blog.

13. **What differentiates your company from your competitors?**
ARI-HETRA provides the only factory authorized sales, service, preventative maintenance, safety inspections, and replacement parts on ARI-HETRA Mobile Column Lifting Systems and ARI-HETRA branded products. For over 30 years, ARI-HETRA continues to be a premium Heavy-Duty brand providing maintenance equipment, and we are leaders in safety, reliability, durability and service. These Mobile Column Lifting Systems are manufactured in the United States of America. They have also been safety certified by the Automotive Lift Institute (ALI), and by ETL Intertek. While other Mobile Lift Systems use Hydraulic drives, we offer the most advanced Ball-Screw Technology with a certified ARI-HETRA mobile, heavy-duty wheel engaging lift system that will improve the efficiency and safety of automotive maintenance:

a. Precision Ball Screw Lifting Mechanism, with a simple mechanical drive
b. Ball screw technology has a 20 year life expectancy, longer than ACME thread
c. No possibility of leaking seals like hydraulics used in other Mobile Lift Systems
d. Over 100 ball bearings sealed with grease fitting to ensure low friction
e. Inherent mechanical column synchronization
f. Precision Height Adjustment (inching)
g. Lifetime performance

ARI-HETRA offers this dependable brand of Mobile Column Lift Systems that give technicians the value of flexible work bays and a comfortable workstation. They allow full, unobstructed access under the vehicle to quickly fulfill routine maintenance inspections and repairs. Mobile Column Lifts have many advantages and drastically improve daily maintenance operations. They are easy to operate, give technicians optimal space for working around the column, and create a safe working environment.

In summary, what differentiates ARI-HETRA from the market includes:

a. 30+ year old ARI-HETRA American-Made Mobile Column Lifts approved by ALI, and NRTL certified ETL Intertek.
b. Heavy-Duty Mobile Column Lift Systems are achieved with a Ball-Screw Design (and not hydraulics, which can lead to leaking seals or cut hoses).

c. Products are sold from a direct ARI-HETRA sales and service team to include Wireless, Line Powered, or Battery-Operated Mobile Column Lifts.
d. Mobile Lifts have Safety Braking System and Mechanical Lock-Wedge (no long-step procedure to ensure vehicle is properly locked).
e. Line and Battery-Powered Mobile Column Lifts have built-in safety features which prevent operation if capacity overload is detected.

14. **Briefly summarize your company's Quality control/Quality assurance program.**
ARI-HETRA Mobile Column lifts have been rigorously tested and third party certified in accordance with the current revision of ANSI/ALI ALCTV Standard which identifies the safety requirements for construction, testing, and validation of lifts (www.autolift.org). We assure that the equipment is of quality design and construction and fully conforms to specification. Equipment shall comply with Title 29 of Federal Regulations, Part 1910 and National Safety Standards, all applicable OSHA Standards, and shall have safety devices wherever parts, components are hazardous to the operator and environment. ARI-HETRA products are calibrated and tested independently, and logged by serial number. All parts in assembly of Lifting Systems are uniquely serialized.

15. **Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**
Not applicable, ARI-HETRA has not been involved in any litigation, bankruptcy or reorganization.

16. **Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.**
ARI-HETRA utilizes process improvement initiatives, engineering change requests, and new product developments to lower cost of production, which in turn lowers cost to customers. We also look for ways to consolidate shipment of orders regularly to improve freight costs to customers. And finally, we have regular 41-point preventative maintenance and safety certifications performed by ARI-HETRA factory trained sales and service technician personnel, resulting in significant savings to our customers.

**PRODUCTS:**

17. **What is the reputation of your company's products in the public marketplace?**
ARI-HETRA was one of the first mobile column lifts for sale in what is now a more crowded field, and our installed base of lifts represent a higher proportion. We estimate ARI-HETRA lifts represent approximately 25% of the estimated 100,000 mobile column lifts sold and installed in the U.S. and Canada since that product became commonly used. The vast majority of ARI-HETRA Lifts are still in service and the ARI-HETRA brand has a good reputation due to its longevity.

18. **What equipment/system support documents will your company provide?**
ARI-HETRA provides product equipment warranty and product user manuals. We also offer on-site free training by Regional Sales Managers on all Mobile Column Lift Systems and Wheel Service equipment.

19. **Identify the process of receiving a purchase order to the ordering of equipment.**
Once a purchase order is issued (to the Regional Sales Manager's email or to orders@ari-hetra.com), it's processed through our headquarters and office location in Lebanon, Ohio by our CSR/Customer Service Team. POs are checked for accuracy (ship to address,

equipment configuration, adequate bill to information provided, coding of order to contract, discount, etc.). Any questions are addressed with the customer and an order confirmation is issued via email. Equipment is shipped and then invoiced with the accounting team doing one last check for errors. The equipment is delivered and an ARI-HETRA employee or representative coordinates free on-site safety training (CONUS & Eastern Canada). Automated order reports are generated by contract, are reviewed and payments submitted quarterly. We have a portfolio of government contracts and are experienced in administrative fee processing.

20. **Describe your company's shipping schedule notification procedures.**
    We have an internal manufacturing production schedule which is continuously updated, so we can provide a customer with an estimated shipping date if required. Most products are currently in production for 90 days or more. Once an item ships, a tracking number is loaded into our order processing system. An email alert is automatically generated and sent with that tracking number URL to the customer.

21. **Describe how your company deals with shipping delays. How do you notify your customer of delays?**
    Due to unforeseen circumstances, there are occasional shipment delays which are communicated directly with customers via email and/or phone. Customers are notified by either the Regional Sales Manager or member of the CSR/Customer Service Team if there are shipment delays. We then give them a new estimated ship date.

22. **Provide your shipping schedule reporting form. How many times do you update?**
    Shipping alerts are sent out via email automatically once an item is marked as shipped in our order management system. An email alert goes out to the buyer including a link to the tracking number as soon as we arrange the shipment. The shipping report is continuously updated.

23. **How many products do you stock? Where?**
    ARI-HETRA stocks over 1,650 products/parts in Lebanon, Ohio which is the main stocking location. We also have a parts inventory in the field with our 35 field sales and service teams.

24. **What is your percentage of on-time delivery at each manufacturing plant?**
    Percentage is 95%; Equipment ships an average of 45 days, and parts ship an average of 10 days.

25. **Describe any direct order entry system or capabilities your organization has such as internet capabilities.**
    We do not currently have customer ability to direct order from our website.

26. **Are all security products UL listed and in compliance with all applicable codes in all states?**
    Not applicable.

27. **If your product is defective, what is the replacement process and turnaround?**
    ARI-HETRA offers a full refund on unused equipment less 15% restocking fee plus freight cost, up to 30 days after delivery. If a product is defective, it will be replaced or repaired at the discretion of ARI-HETRA, and warranty includes labor and travel or return and replacement charge. Customer must call CSR/Customer Service Team at 800-562-3250 to initiate a repair or replacement, at which time it will be determined how long it will take for the repair or replacement to be completed, and if new parts need to be ordered.

28. **What is the capability of your company to respond to emergency/rush orders?**
    ARI-HETRA will do its best to respond to rush orders, however, most of our heavy-duty

maintenance equipment (Mobile Column Lift Systems) is manufactured after receipt of order and takes 45-90 days days to manufacture. Wheel Service Products come from Europe and may take longer (unless we have a few in stock).

29. **State whether your company provides a quality guarantee on your products. If so, please describe.**
ARI-HETRA Mobile Column Lifting Systems are manufactured in the United States of America and have been safety certified by the Automotive Lift Institute (ALI), and by ETL Intertek (reference #14). While other Mobile Lift Systems use Hydraulic drives, we offer the most advanced Ball-Screw Technology with a certified ARI-HETRA mobile, heavy-duty wheel engaging lift system that will improve the efficiency and safety of automotive maintenance.

30. **Describe your procedures to monitor the quality of your products.**
For Mobile Column Lift Systems, ARI-HETRA's production facility works to manufacture and private label ARI-HETRA Lifts in the USA to ALI certification standards (refer to #14). In regards to service activity, it's coordinated throughout headquarters allowing us to maintain tight control on quality, including metrics like net promoter scores for each individual who performs service on ARI-HETRA equipment. ARI-HETRA is also a master distributor for a variety of other manufacturers of high quality products only, manufactured predominately in Europe. In most cases, ARI-HETRA sells these products on a private-labeled basis under the recognizable bright green “ARI-HETRA” brand, sometimes with territorial exclusivity for U.S./Canada.

31. **Do you offer extended parts and labor warranties? If yes, state length of warranty.**
We do not offer extended parts and labor warranties.

32. **Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.**
Not Applicable.

33. **What is your standard warranty on replacement parts?**
Warranted parts or components will be replaced or repaired at the discretion of ARI-HETRA and parts replaced under the warranty period carry the remaining balance of the original manufacturer’s warranty. Replacement parts or repairs performed outside the warranty period carry a 60 day replacement warranty. Warranty includes labor and travel or return and replacement charge. ARI-HETRA offers a full refund on unused equipment less 15% restocking fee plus freight cost, up to 30 days after delivery. Full warranty details are attached at the end of tab 5.

34. **How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?**
ARI-HETRA equipment each has unique serial numbers. We use these numbers as reference for any warranty replacement work, and track the warranty issues in our order management and after-sales service system. In cases of repair work, any warranty work or parts are recorded on their own "Work Orders" and reference the serial number of the product repaired.

35. **What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?**
We would honor the same pricing for all states.

**SERVICES:**

36. **Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.**
ARI-HETRA operates from its main headquarters located in Ohio, and we do not employ subcontractors. We have a Customer Service Team, Technical Support experts, and Parts experts on hand to take calls from customers who are in need Monday - Friday from 7am-5pm EST. After hours messages are returned the following business day. We can utilize the convenience of modern cell phones to gather photos or utilize video messaging to help in real time diagnosis. Phone and email service requests that are not addressed on the first contact are typically handled within 24-48 hours, with on-site service calls scheduled with one of our (14) service technicians across the U.S. within a reasonable time frame. Replacement parts are stocked in our Ohio facility in a 1,200 square foot area housing over 1,650 individual part numbers. Parts availability can be obtained from our Customer Service team and in-stock items can be shipped overnight at the customer's request and approval of the shipping fee. In addition, each service technician has a van stocked with all the components (less main beam or carriage) so they can handle service requests directly when they are on customer site. Our sales team all have company vehicles with a smaller inventory of critical components and are able to perform repairs on a more limited scope than a technician.

37. **Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.**
As stated above, ARI-HETRA has a Customer Service Team, Technical Support experts, and Parts experts on hand to take calls from customers who are in need Monday - Friday from 7am-5pm EST. After hours messages are returned the following business day. In most cases, if there is an emergency, the customer has the mobile number of the Regional Sales Manager to call.

38. **Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.**
For all of 2020, based on hundreds of customer responses, ARI-HETRA's service net promoter score was 80% (Bain & Co, the source of the NPS system, suggests that above 50 is excellent, and above 80 is world class). We can address many phone and email service requests within 24-48 hours, or with an on-site service call scheduled with one of our (14) service technicians across the U.S. within a reasonable time frame. In-stock items can be shipped overnight at the customer's request and approval of the shipping fee. In addition, each service technician has a van stocked with hundreds of parts so they can handle service requests directly when they are on a customer's site.

39. **Please describe the quality program(s) within your company which measures your service work.**
As stated above, we utilize the NPS system, and ARI-HETRA scored an excellent 80% service net promoter score for 2020.

40. **Describe your call center organization.**
ARI-HETRA operates from its main (and only) headquarters located in Lebanon, Ohio with a Customer Service, Technical Support, Parts, Service, Accounting and Marketing team, available Monday - Friday from 7am-5pm EST by calling 513-229-3750 or toll-free at 800-562-3250. We can also direct you to any of our sales staff located throughout the continental U.S. All service calls

and appointments with service technicians are handled at headquarters.

41. **Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?**
Purchase orders can be emailed to orders@ari-hetra.com at any time, or to the appropriate salesperson. Customers may call our toll free number at 800-562-3250, with staff available M-F, 7am-5pm EST. Orders will be placed by the customer service team as soon as possible, and typically within 1-2 business days.

42. **Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?**
Each of our service technicians are responsible for their open Work Orders and are in communication with each requesting customer so they can prioritize accordingly. If the technicians do not provide the desired response, either the ARI-HETRA Regional Manager or the Service Manager can step in to help escalate. Each week there is a review of open Work Orders to ensure there are no repairs which have gone unanswered or unsolved. This weekly review includes the service dispatch, service manager and department vice president.

43. **List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.**
1. ) Service calls are answered Monday - Friday from 7am-5pm EST. After hours messages are returned the following business day. Within a day, we can use cell phones to gather photos or utilize video messaging to help in real time diagnosis. Within 24-48 hours, we can have one of our (14) service technicians to a customer's site if a phone and email service request is not addressed on first contact. Most repairs are done on-site within a few hours, as the service technician carries hundreds of parts on his truck. 2.) If another part is needed, the service technician will have to order it and come back at a later time, depending on how long it will take to have the parts delivered, which is typically less than two weeks. 3. ) If a customer does not use a purchase card while the technician is on-site, our accounting department can invoice within the week.

44. **What technology such as GPS tracking does your company use to track completion of repairs?**
ARI-HETRA has a dedicated Customer Service Team, who are direct employees who answer customer requests Monday - Friday, 7am - 5pm EST. All requests are answered, recorded and responded to immediately or within 24 business hours. The team is trained on requirements of state/local, education as well as Federal customers, ensuring that questions or issues are addressed in a timely manner. Phone technical support is provided free of charge. If emergency on-site support is needed, our Service Dispatch is in daily contact with service technicians and can see their vehicle locations tracked real-time by GPS transponders to make dispatching quicker by sending the closest technician and estimating a realistic response time. Our GPS tracking system allows a "live track" link to be sent to the customer to monitor exact arrival time.

45. **What is the reputation of your company's service in the public marketplace?**
ARI-HETRA has an excellent reputation for service and repairs, employing a combined team of over 30 field service technicians and sales representatives. We offer an annual Mobile Column Lift preventative maintenance and safety certification with a 41 point checklist.

46. **Identify the process of receiving a purchase order to the providing of a service contract.**
Once a purchase order is received, it is then issued and processed through our headquarters and

office location in Ohio by our Customer Service Team. POs are checked for accuracy (ship to address, equipment configuration, adequate bill to information provided, coding of order to contract, discount, etc.). Any questions are addressed with the customer and an order confirmation is issued. Equipment is shipped and then invoiced, with the accounting team doing one last check for errors. The equipment is delivered and an ARI-HETRA employee coordinates free on-site safety training (CONUS & Eastern Canada). The product is covered under warranty, and if service or repair is needed, the customer may call the toll free number for assistance or to set an appointment with a service technician. ARI-HETRA does offer an annual PM/preventative maintenance safety inspection on all Mobile Column Lift Systems (for a designated fee for 2, 4, or 6 post systems).

47. **Describe your company's startup and system checkout responsibilities.**
Not Applicable.

48. **Describe your company's post-installation and warranty support.**
All ARI-HETRA products (Mobile & HDXL Scissor Lift Systems, Wheel Service Products, and Exhaust Extraction Systems and accessories), have a one (1) year Labor warranty. Our Mobile Column and HDXL Lift Systems are also warranted for a period of five (5) years from date of new system purchase for all Structural and Mechanical parts (Structural and Mechanical parts include the frame body, gearbox, and mechanical ball-screw components). Electronics and non-structured parts are warranted for a period of two (2) years on new Lift systems. Warranted parts or components will be replaced or repaired at the discretion of ARI-HETRA and parts replaced under the warranty period carry the remaining balance of the original manufacturer's warranty. Structural and Electrical Parts warranties include first (1) year labor and travel. Replacement parts or repairs performed outside the warranty period carry a 60 day replacement warranty. All ARI-HETRA branded accessories and components are warranted for a period of one (1) year from date of purchase. This includes, but is not limited to, Refurbished Lifts, Stands, Lifts Accessories, and Remote Control. Warranty includes labor and travel or return and replacement charge. All ARI-HETRA branded Heavy-Duty Wheel Service Products including but not limited to Tire Changers, Balancers, Inflation Cages, Hydraulic Jacks, Brake Lathes, and Brake Handing products are warranted to a period of one (1) year from date of purchase. Warranty includes labor and travel or return and replacement charge. All mechanical and structural components of the ARI-HETRA Exhaust Extraction Systems are warranted for a period of one (1) year from date of purchase during which time warranted parts will be replaced or repaired at the discretion of ARI-HETRA without charge.

49. **Describe your company's steps for system analysis.**
ARI-Hetra uses manager reviews of processes to ensure they are functioning at their optimal level. Feedback from operating team members is encouraged and utilized in changes to processes. Since we are a fairly lean company, agreed upon change tends to happen quickly.

50. **Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, security responsibility verification, and management reporting?**
ARI-HETRA utilizes an intelligent cloud based CRM software for product and service quotes which can be converted into orders once a purchase order is received. These orders are updated by the shipping department who schedules the shipment and marks the order as "released to manufacturing," assigning an estimated ship date. When the order ships, the shipment date and tracking number is noted in the system. The manufacturing production schedule is continuously updated with the latest production timing. Once a sales order ships, an automated email alert is

sent out to the customer with shipping notification including a tracking URL.

51. **What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?**
We do not have service centers, as we employ a National team of service technicians who perform service, maintenance and repairs on-site. All invoices are handled by our accounting team at ARI-HETRA headquarters in Lebanon, Ohio unless a customer uses a purchase card on site.

52. **Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.**
Not Applicable as we do not have service centers, but rather service technicians who travel to a customer's site.

53. **Is warranty coverage dependent on using your start-up procedure?**
No, warranty coverage is not dependent on using our start-up procedure. However, we will not honor warranty claims in cases where the customer has not followed our documented recommended setup procedures.

54. **Who performs your start-up procedure?**
In cases where it is completed by ARI-HETRA, our factory trained directly employed Regional Sales Managers or Product Managers do the equipment setup and training.

55. **Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.**
If a trade-in of Mobile Column Lifts is requested, ARI-HETRA would factor in the cost of trade-in value (after a unit review onsite or via photo/video) and subtract from the cost of new equipment (at contract price). ARI-HETRA would issue an RMA and once the item was returned and found to be in good condition, the replacement item would be shipped. Under our warranty, the return policy states that an item may be returned unused up to 30 days for a full refund less a 15% restocking fee and less return freight cost.

56. **Describe what project scheduling tools your company uses to track projects during construction.**
Not Applicable, as we do not work on construction projects.

57. **Describe how your company handles site development and project permitting process.**
Not Applicable.

58. **Describe your company's construction management plan.**
Not Applicable.

59. **What is your standard warranty on installation?**
Please see warranty at the end of tab 5, or go to: www.ari-hetra.com/warranty.

60. **Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.**
No, we do not.

61. **State whether your company provides a quality guarantee on your service. If so, please describe.**

No we do not, however, we provide a preventative maintenance checklist for an annual PM service on Mobile Column Lifts which is signed by the service technician (attached in tab 5).

62. **What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?**
We would honor pricing in all states.

**SAFETY:**

63. **Describe your company's safety program during service/repair work.**
ARI-HETRA has an Injury and Illness Prevention Program for ARI-Hetra service technicians who perform preventative maintenance and/or service repair work for maintenance equipment onsite at a customer's location. This program includes responsibility, compliance, communication, hazard assessment, accident/exposure investigations, hazard correction, training/instruction, and record-keeping. Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Supervisors and lead personnel are expected to enforce the rules fairly and uniformly. All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

64. **Describe your company's safety program during construction.**
Not Applicable, as we do not provide construction.

65. **Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.**
ARI-HETRA does not have any recordable lost hours. Our OSHA recordable incident rate and DART rate (lost days/restrictive duties) for this year and the prior (6) years is zero, with no citations or fatalities. Our Workers Compensation Experience Modification Rate (EMR) for the current year is .54, previous year .54, prior two years .53, and prior three years 1.00.

66. **What reporting mechanism does your company provide to the customer upon completion of any project?**
ARI-HETRA primarily sells a manufactured end product (Mobile Column Lifts or Wheel Service Products) which are shipped and delivered to the end customer, requiring set-up but no installation. Therefore, we do not provide a completion reporting form to the customer. In the case of exhaust products, the Exhaust Product Manager may provide documentation once the exhaust installation is complete. We do issue an electronic notification when items ship and each notification has a feedback survey with the ability to provide ARI with written feedback.

**MARKETING/ SALES**

67. **Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:**

    a. **A co-branded press release within first 30 days**
    b. **Announcement of award through any applicable social media sites**

c. **Direct mail campaigns**
d. **Co-branded collateral pieces**
e. **Advertisement of contract in regional or national publications**
f. **Participation in trade shows**
g. **Dedicated NCPA and Region 14 ESC internet web-based homepage with:**
    i. **NCPA and Region 14 ESC Logo**
    ii. **Link to NCPA and Region 14 ESC website**
    iii. **Summary of contract and services offered**
    iv. **Due Diligence Documents including; copy of solicitation, copy of contract and any**
    v. **amendments, marketing materials**

ARI-HETRA agrees to all of the above (for E, we would have press releases instead). In the first 90 days, ARI-HETRA would continue to market and promote the NCPA contract which currently has a dedicated landing page on our website at https://www.ari-hetra.com/NCPA/. NCPA information (contract number, expiration) would be updated and there would be an immediate notification of award to the entire company via email. The marketing specialist would also issue an email press release to our existing state/local government agency customers on the NCPA award and explain benefits of using this cooperative contract. As stated in #12, we would continually promote to include, but not be limited to:

1.) Promotion in 15+ annual national and regional trade shows
2.) Government website landing page https://www.ari-hetra.com/government/
3.) Landing page for cooperative contract purchasing and how to buy https://www.ari-hetra.com/coop-purchasing/
4.) Google Adword advertising
5.) Facebook postings https://www.facebook.com/arihetra/
6.) LinkedIn postings https://www.linkedin.com/company/ari-hetra/
7.) You Tube postings https://www.youtube.com/user/ARIHETRAinc/videos
8.) Instagram postings https://www.instagram.com/arihetra/

68. **Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.**

ARI-HETRA understands that if awarded a NCPA contract, The ARI-HETRA sales team will continue to offer the NCPA contract as an option to government buyers who seek the type of equipment we provide. If awarded, we would conduct an East-West sales meeting to review how best to educate customers and continue utilizing this contract, which would include, but not be limited to: how to start the procurement conversation with customers, creating quotes/obtaining RQN numbers, and how to process orders. ARI-HETRA views NCPA as an advantageous contract for increasing government sales without going to bid, and we would dedicate ourselves to heavily promoting and utilizing this contract nationally.

69. **Explain how your company plans to market this agreement to existing government customers.**

Please refer to #12. In respect to NCPA, we will continue to market the NCPA contract through our www.ari-hetra.com website, and specifically in our government contracts section (https://www.ari-hetra.com/government/) which includes an NCPA landing page. In addition, we will schedule recurring emails to existing government customers on the benefits of using NCPA.

70. **Provide a detailed 90-day plan describing how the contract will be implemented within your company.**
As ARI-HETRA already has an existing contract with NCPA which our Regional Sales Managers continue to utilize, if awarded again, we will conduct a national sales meeting to revisit NCPA contract and requirements within the first 30 days of award. In the following 60-90 days, we will follow-up with additional training and questions conducted at the bi-monthly sales call meetings.

71. **Describe how you intend to train your national and/or regional sales force on the Region 14 ESC agreement.**
ARI-HETRA has already conducted multiple meetings on NCPA training by VP's and contracts specialist, however, we will refresh and conduct a new meeting on the Region 14 ESC agreement if awarded again. All NCPA requirements will be revisited again and questions answered.

72. **Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**
Yes, we agree.

**ADMINISTRATION**

74. **Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).**
ARI Phoenix, Inc (d/b/a ARI-HETRA) already has an existing NCPA contract which has been very successful, and our main contact is Jon Symko. We have also had success with Sourcewell which is a newer contract (contact is John Caddy / john.caddy@sourcewell-mn.gov / 218-895-4207). Contact for FL Sheriffs Association FSA contract is Craig Chown (cchown@flsheriffs.org / 850-877-2165). Contact for HGACBuy contract is Tammy Metty (tammy.metty@h-gac.com / 713-499-6663).

75. **Describe the capacity of your company to report quarterly sales through this agreement.**
ARI-HETRA has automated order/shipment reports generated by contract via our cloud based order processing software, which are reviewed quarterly. Administrative fees/payments are submitted quarterly by the contracts specialist.

76. **Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.**
ARI-HETRA's team at headquarters (management and finance) is capable of providing these reports if desired by an eligible agency.

77. **Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.**
None.

78. **Green Initiatives**

**As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

ARI-HETRA's wireless and battery mobile column lifts are engineered to be environmentally friendly by providing energy savings. ARI-HETRA mobile column lifts offer its users Regenerative Power - ARI-HETRA's ball screw design minimizes the energy needed to raise a vehicle (as compared to a hydraulic lift system). This same design provides for the generation of incremental power/current for the lifting system, resulting from the force exerted during the process of lowering a raised vehicle on a lift. The additional power is ultimately returned to batteries for storage by use of a reversing electric motor/ generator.

79. **Certifications (if applicable)**

**Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

Please see attached registrations for State of Ohio and State of California.

For ALI certifications of ARI-HETRA Mobile Lifts: www.autolift.org
or direct link:
https://www.autolift.org/ali-directory-of-certified-car-lifts/search-certified-car-lifts/?productCat=wheel-engaging-mobile-unit&manufac=ARI-Hetra&model=&rate_value=&productbrand=All&rateload=&searchsubmit=Search

#6

**ARI Phoenix, Inc. / 4119 Binion Way / Lebanon, OH 45036**

**Employee List**

| SALES | Title | Mobile or Office | Office Ext. (800-562-3250) | Email | Base Location | Territories |
|---|---|---|---|---|---|---|
| **Alex Massouras** | Regional Sales Manager | 416-522-2425 | | alexmassouras@ari-hetra.com | Ontario, CAN | E. Canada |
| **Cody MacRae** | Regional Sales Manager | 936-202-9135 | 310 | codymacrae@ari-hetra.com | Conroe, TX | TX, LA |
| **Dale Camposano** | Regional Sales Manager | 321-412-9869 | 302 | dalecamposano@ari-hetra.com | Melbourne, FL | Florida |
| **Doug Thiers** | Regional Sales Manager | 603-657-0970 | 313 | dougthiers@ari-hetra.com | Winchendon, MA | NY State, MA, CT, NH, VT, ME, RI |
| **JC d'Anjou** | Regional Sales Manager | 418-254-6993 | 304 | jcd@ari-hetra.com | Quebec, CAN | E. Canada & Serv |
| **Jim Bartanowicz** | Regional Sales Manager | 703-600-9679 | 301 | jimbart@ari-hetra.com | Ashburn, VA | DE, MD, DC, VA, Eastern WV & NC |
| **Joe Glasser** | Regional Sales Manager | 503-887-1496 | 305 | joeglasser@ari-hetra.com | Scappoose, OR | Pacific N-W & Serv |
| **John Tilley** | Regional Sales Manager | 925-788-8465 | 314 | johntilley@ari-hetra.com | Merced, CA | N. California & Nevada |
| **Kenny Prince** | Regional Sales Manager | 202-302-2352 | 317 | kennyprince@ari-hetra.com | Olney, MD | |
| **Klever Keltner** | Regional Sales Manager | 913-375-6030 | 308 | kleverkeltner@ari-hetra.com | St. Louis, MO | AR, OK, MO, KS, NE & Serv |
| **Steve Delaney** | VP East Sales | 703-989-2271 | 211 | stevedelaney@ari-hetra.com | Virginia | EAST |
| **Mark Medeiros** | VP West Sales | 832-993-2655 | 117 | markmedeiros@ari-hetra.com | Katy, TX | WEST |
| **Mike Sweitzer** | Regional Sales Manager | 717-870-1150 | 312 | mikesweitzer@ari-hetra.com | Manchester, PA | PA, NJ & NW NY |
| **Randy Tucker** | Regional Sales Manager | 513-267-1843 | 315 | randytucker@ari-hetra.com | Cincinnati, OH | OH, IN, KY, TN, MI, Western WV |
| **Rob Lash** | Regional Sales Manager | 312-502-3494 | 309 | roblash@ari-hetra.com | Chicago, IL | Upper Midwest, Chicago |
| **Rob Simon** | Regional Sales Manager | 516-351-2037 | | robsimon@ari-hetra.com | Farmingdale, NY | NY |
| **Steven Abdelahad** | Regional Sales Manager | 310-570-5808 | 303 | stevenabdelahad@ari-hetra.com | Quartz Hill, CA | Southern California, Las Vegas |
| **Steve Prince** | Regional Sales Manager | 478-258-5237 | 316 | steveprince@ari-hetra.com | Macon, GA | GA, AL, MS |
| **Tom Ackerman** | Regional Sales Manager | 702-373-5122 | 306 | tomackerman@ari-hetra.com | Phoenix, AZ | AZ, CO, NM, UT |
| **William McIndoo** | Regional Sales Manager | 516-448-7755 | | mcindoo@ari-hetra.com | Farmingdale, NY | NYC |
| **SERVICE** | | | | | | |
| **Billy Architzel** | Service - VA, MD, DC, DE | 240-721-0503 | | billyarchitzel@ari-hetra.com | Derwood, MD | VA, MD, DC, WV (K. Prince) |
| **Bill Horner** | Service - Southwest | 520-993-1418 | | billhorner@ari-hetra.com | San Tan Valley, AZ | Southwest Service (Ackerman) |
| **Carlos Arguello** | Service - Florida | 703-896-0700 | | carlosarguello@ari-hetra.com | Orlando, FL | Florida (Camposano) |
| **Daniel Olson** | Service - California | 213-310-1428 | | danielolson@ari-hetra.com | San Fernando, CA | Southern CA, Southern NV (Abdelahad) |
| **David Applegarth** | Service - California | 916-201-9611 | | davidapplegarth@ari-hetra.com | Sacramento, CA | N. CAL & NV Service (Tilley) |
| **David Calhoun** | Technical Service Leader | 334-661-6128 | 102 | davidcalhoun@ari-hetra.com | Dothan, AL | Technical Service Leader |
| **David Stoves** | Service - South East Coast | 513-444-0125 | | davidstoves@ari-hetra.com | Columbia, SC | Southeast Service (Bart., S. Prince) |
| **Henry Owens** | Service - Midwest | 606-767-1918 | | henryowens@ari-hetra.com | Corbin, KY | Midwest Service (Tucker) |
| **Joe Glasser** | Service - Pacific Northwest | 503-887-1496 | 305 | joeglasser@ari-hetra.com | Scappoose, OR | Pacific N-W & Serv |

| | | | | | | |
|---|---|---|---|---|---|---|
| **John Roberts** | Service - Northeast | 717-916-2351 | | johnroberts@ari-hetra.com | Mount Pocono, PA | PA, NJ, and Buffalo, NY Areas (Sweitzer) |
| **McIndoo & Associates** | Service - NYC | 516-586-3410 | | mcindoo@ari-hetra.com | Farmingdale, NY | NYC Service |
| **Robert Milton** | Service - Mid-North | 317-797-3160 | | robertmilton@ari-hetra.com | Mooresville, IN | Mid-North Service (Tucker) |
| **Ronnie Sipps** | Service - Mid-South | 214-918-7831 | | ronniesipps@ari-hetra.com | Alvin, TX | Mid-South Service (MacRae) |
| **Shawn Frahm** | Service - Upper Midwest | 608-609-5553 | | shawnfrahm@ari-hetra.com | Verona, WI | Chicago, Upper Midwest (Lash) |
| **OPEN** | Service - New England | 508-728-4630 | | | | New England (Thiers) |
| **OFFICE** | | | | | | |
| **April Eldridge** | CFO | 540-273-3960 | 107 | controller@ari-hetra.com | Ohio HQ Office | |
| **Bill Gibson** | VP Business Development | 703-708-4410 | 201 | billgibson@ari-hetra.com | VA | |
| **Dave Stump** | Electrnoics Production Area | 800-562-3250 | 114 | ---- | Ohio HQ Production Area | |
| **Deon Fender** | Inside Sales/Cust. Svc. Manager | 800-562-3250 | 116 | deonfender@ari-hetra.com | Ohio HQ Office | |
| **Flo Flinders** | Accounts Receivable | 800-562-3250 | 104 | accountsreceivable2@ari-hetra.com | Ohio HQ Office | |
| **Gary Hudson** | CEO | 800-562-3249 | | garyhudson@ari-hetra.com | Ohio HQ Office | |
| **Justin Page** | Marketing & Graphic Design | 800-562-3250 | 112 | justinpage@ari-hetra.com | Ohio HQ Office | |
| **Ken Jonas** | Tech Support Lead | 513-464-4894 | 118 | kenjonas@ari-hetra.com | Ohio HQ Office | |
| **Ken Kincaid** | Customer Service Rep. | 800-562-3250 | 105 | kenkincaid@ari-hetra.com | Ohio HQ Office | |
| **Leah Ann DeLoretta** | Senior Accountant | 513-229-3750 | 109 | accountspayable@ari-hetra.com | Ohio HQ Office | |
| **Lynn Rhoades** | Exhaust Product Manager | 703-623-1503 | 204 | lynnrhoades@ari-hetra.com | VA | |
| **Mike Jones** | Shipping and Receiving | 800-562-3250 | 106 | shipping@ari-hetra.com | Ohio HQ Office | |
| **Rick Sonneson** | SVP of Engineering | 815-979-6476 | 119 | ricksonneson@ari-hetra.com | Ohio HQ Office | |
| **Tekla Goodwin** | Contracts Specialist | 513-484-1066 | 103 | teklagoodwin@ari-hetra.com | Ohio HQ Office | |

ARI Phoenix, Inc
4119 Binion Way
Lebanon, Oh 45036
www.ari-hetra.com
513.229.3750

**#22**

## Example of Manufacturing Shipping Report, updated frequently (screenshot):

| Shipping City | ST | Zoho # | Item # | Qty | Ship Date | Order Date | Age | Description |
|---|---|---|---|---|---|---|---|---|
| Manheim | PA | 25017 | AH-2500 | 1 | 8.30.21 | 6.13.21 | 39 | Transmission Jack, Heavy-Duty, Electro-Hydraulic, |
| Knoxville | TN | 24698 | BPW-10-4-AJ | 1 | 8.12.21 | 5.14.21 | 69 | Wireless, Battery Mobile Column Lift System, 4 Col |
| Cadillac | MI | 25052 | AB-6-20 | 2 | 8.3.21 | 6.16.21 | 36 | Mobile Support Stand, Tall, 18,000 Lb Capacity 48" |
| Elmira | MI | 25050 | AB-6-20 | 2 | 8.3.21 | 6.16.21 | 36 | Mobile Support Stand, Tall, 18,000 Lb Capacity 48" |
| Millersville | MD | 25379 | BPW-10-6-AJ | 1 | 10.14.21 | 7.19.21 | 3 | Wireless, Battery Mobile Column Lift System, 6 Col |
| Lancaster | CA | 25335 | WS-18-BC | 1 | | 7.16.21 | 6 | Brake Caliper Jack with Tool Tray and Hub Removal |
| Four Oaks | NC | 24324 | FL-3-4 | 1 | 8.1.21 | 4.14.21 | 99 | Forklift Adapter w/2 Center Ramps & Cart (15 Pcs) |
| | | | FL-OM-12-62 | 1 | 8.1.21 | 4.14.21 | 99 | Lifting Platform With Cut-Out. Cart Sold Separatel |
| | | | FL-SAL-4 | 1 | 8.1.21 | 4.14.21 | 99 | Lifting Platform For Motorized Pallet Movers, 3,50 |
| New Brockton | AL | 25347 | FL-RC-10-3 | 1 | 11.1.21 | 7.16.21 | 6 | Lifting Platform Adapter For Triple & Quad End-Dri |

#79

KATZ TELLER BRANT HILD
255 E FIFTH STREET SUITE 2400
CINCINNATI, US 45202

# STATE OF OHIO
## CERTIFICATE

### Ohio Secretary of State, Jon Husted
**2410252**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**ARI PHOENIX, INC.**

and, that said business records show the filing and recording of:

| Document(s) | Document No(s): |
|---|---|
| **DOMESTIC FOR PROFIT CORP - ARTICLES** | **201519402494** |
| **Effective Date: 07/13/2015** | |

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th day of July, A.D. 2015.

Jon Husted

**Ohio Secretary of State**

# California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

## Corporation - Statement of Information

| | |
|---|---|
| Entity Name: | ARI PHOENIX, INC. "WHICH WILL DO BUSINESS IN CALIFORNIA AS HETRA-ARI" |
| Entity (File) Number: | C3905050 |
| File Date: | 04/06/2020 |
| Entity Type: | Corporation |
| Jurisdiction: | OHIO |
| Document ID: | GE68676 |

**Detailed Filing Information**

1. Entity Name: ARI PHOENIX, INC. "WHICH WILL DO BUSINESS IN CALIFORNIA AS HETRA-ARI"
2. Business Addresses:
   a. Street Address of Principal Office in California:
   b. Mailing Address: 4119 Binion Way, Lebanon, Ohio 45036, United States of America
   c. Street Address of Principal Executive Office: 4119 Binion Way, Lebanon, Ohio 45036, United States of America
3. Officers:
   a. Chief Executive Officer: Gareth Hudson, 4119 Binion Way, Lebanon, Ohio 45036, United States of America
   b. Secretary: Gary Hudson, 4119 Binion Way, Lebanon, Ohio 45036, United States of America

Document ID: GE68676

# California Secretary of State
## Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

Chris Eldridge
4119 Binion Way
Lebanon, Ohio 45036
United States of America

4. Director:

Not Applicable

Number of Vacancies on the Board of Directors:

Not Applicable

5. Agent for Service of Process:

John Tilley
1136 W. 24th
Merced, California 95340
United States of America

6. Type of Business:

Manufacturing (Transportation Lifts)

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Chris Eldridge

*Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.*

Document ID: GE68676

# Tab 5 – Products and Services

Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information as listed for your product categories for the following classifications of Heavy-duty Transportation Maintenance Equipment  Solutions and Related Services.  Please provide separately attach unit (product) or turnkey (labor solution) descriptions for the following:

**Heavy-duty Transportation Maintenance Equipment Solutions and Related Services**

Heavy-Duty Equipment Mobile Lifting Systems

- 2,4, 6 or 8 post configurations
- Weight capacities from 12,000 to 40,000 pounds per lifting post
- Total system weight capacities of 48,000 to 320,000 pounds
- Available in both electronic or 24V battery
- Certified by ALI and NRTL certified MET labs

Heavy-Duty Scissor Lifting Systems

- Flush or surface mounting
- Platforms capable of handling dual-wheeled vehicles
- Lifting capacities from 20,000 lb. - 132,000 lb.
- Lifting and lowering regulated and synchronized by advanced electronics

Heavy-Duty Vehicle Exhaust Systems

- Remove vehicle emissions directly from the exhaust/tailpipe
- Completely customizable per customer requirements
- Fully Automatic
- High-Temperature, CNG and LNG capability
- Incorporates many Extraction Systems, hose reels, channel & trolley and others

Heavy-Duty Wheel Service

- Heavy-Duty tire changers, inflation systems and wheel balancers
- Designed for servicing heavy vehicle tires quickly, safely and effortlessly
- Capable of handling tires with wheel widths from 31” - 60”, diameters from 63” - 112” and weights from 3,086 - 4,500 lbs.
- Tire Inflation Safety Cages capable of handling tire widths of 26 in. - 38 in., tire diameters from 50 in. - 85 in.
- Capable of inflating tires up to 232 psi.

Heavy-Duty King Pin, Manual and Electro-Hydraulic Presses

- King Pin Presses with compression force of 143,000 lb.
- Manual Press capacities of 33 ton to 110 ton
- Electro-Hydraulic Press capacities of 33 ton to 330 ton

Servicing of Above

- Dedicated field service team

Responder(s) shall meet or exceed the following general requirements:

**1. Minimum Respondent(s) Qualifications**

Responder(s) shall be capable of furnishing and delivering, as required, all labor, vehicle(s), and equipment as necessary to provide services requested by NCPA members. Responder(s) shall ensure equipment meets or exceeds industry standards for the type of work being performed at all project sites in order to continuously and diligently accomplish the work.

A. Experience
Responder(s) shall describe the number of concurrent years of documented experience in the manufacturing of heavy-duty transportation maintenance equipment solutions and related services. Responder(s) personnel shall possess the required minimum number of years of experience identified herein in the Vendor Profile section of this RFP. Responder(s) shall be experienced in continuous improvement processes.

B. Applicable Laws and Standards
All work shall be performed to the most recent standards and specifications throughout the contract duration included and stated herein, but not limited to, maintenance practices and specifications, state and local building codes when applicable, agency building codes when applicable, Occupational Safety and Health Administration, all Federal, State, Local and Municipal laws and ordinances as well as all applicable industry codes.

Additionally, all work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced employees. Proper health and safety measures shall be taken by the Respondent(s) to ensure safety for the public, employees, Respondent(s) employees and subcontractors.

C. Safety
All safety materials and or devices necessary to perform the work in a safe and orderly manner shall be furnished by the Respondent(s). Safety equipment for Respondent(s) personnel shall include but not be limited to all necessary PPE: i.e., work boots meeting all safety standards, safety glasses, ear plugs, reflective vests, lockout/tagout, etc.

## 2. Technical Requirements

In order to perform the work described herein, Responder(s) shall provide all necessary tools, vehicles, equipment.

Respondent(s) shall maintain project sites, storage rooms, shops and mechanical/electrical equipment rooms in a clean and orderly fashion and remove all trash, debris, containers and etc. from the project sites upon completion of work each day and dispose of materials in accordance with federal and state regulations. Member agency is not responsible for Respondent(s) errors and omissions.

Respondent(s) shall provide trained and qualified personnel to provide all services related to this RFP and shall identify classifications and specialties needed to maintain the contract as required. Classifications identified herein shall establish minimum service requirements. Respondent(s) shall identify within proposal submission all classifications, specialties and hourly rates needed to perform the services herein.

A. Hours of Operation
   Agencies may require an on-call person 24-hour a day operation, 365 days a year. Respondent(s) shall describe required hours of operation, days per week, and weeks per year to agencies. Describe shifts for total hours per week. Provide flexible start and end times to avoid OT. Respondent(s) is responsible for scheduling and maintaining required staff on a daily basis in order to meet agency's maintenance needs. Respondent(s) is solely responsible for scheduling workers and subcontractors to ensure compliance with all federal and state wage requirements.

B. Maintenance Program
   Respondent(s) shall manage ongoing maintenance program(s) including the performance of service needs determinations, location of resources, work assignments and management of resources. Respondent(s) shall develop a program that illustrates how the maintenance program will be managed based on the requirements described in this RFP. All updates are the responsibility of the Respondent(s). The information loaded onto the system will remain the property of the agency.

## 3. On site staff requirements:

A. Pre-employment/assignment: In accordance with agency's employment policies for new hires, including temporaries and Respondent(s) employees/contractors, the following requirements shall be met at Respondent(s)'s expense:
   - Thorough background check including criminal activity
   - Verification of licensure and/or certification
   - Physical
   - Pre-employment drug screens (U/A and Hair Analysis)

   Respondent(s) warrants it shall provide qualified personnel who shall perform in a professional manner. "Professional manner" means the personnel performing shall possess the skill, license(s) and competence consistent with the prevailing business standards within the State of Texas and any other state requirements respondent(s) so chooses to offer their product(s) and service(s).

Respondent(s) shall ensure that the project manager, facility supervisor and members of each crew, speak and write fluently in English. The project manager, facility supervisors, crews, and specialist shall be subject to perform duties within their ability and expertise and as assigned by agency in addition to the tasks listed in their contract.

At no time shall Respondent(s) permit or allow Respondent(s) personnel or subcontractors to have present at any agency facility, alcohol, controlled substances, or firearms.

Any person employed by Respondent(s) or any subcontractor who, in the reasonable opinion of agency, does not perform in a professional or skillful manner, or is disrespectful, intemperate, disorderly or otherwise objectionable, shall, at the written request of agency, be removed from the jobsite by the Respondent(s) or any subcontractor employing such person. Any such person who is removed shall not be assigned again to any agency facility without the prior written consent of agency.

B. Behaviors and Attitude

All Respondent(s) members supporting this contract shall have training in customer service. This should include, but not be limited to, providing services with friendly, can-do, positive, respectful attitudes and behaviors. The expectation is that the Respondent(s)'s onsite staff be ready to provide helpful customer service each and every day. The Respondent(s) needs to have the ability to be flexible with staff assignments, as projects and work orders vary day-to-day.

Acknowledged & Agreed,
20-Jul-2021

ARI Phoenix, Inc. (d/b/a ARI-HETRA) provides all these categories listed above. We manufacture and sell Heavy-Duty maintenance equipment for automotive shops to include Mobile Column Lifting Systems, Scissor Lifts, Wheel Service Products, Exhaust Extraction products, and Presses.

ARI-HETRA also provides service for all our products with a dedicated and factory-trained service team.

Please see attached Capability Statement and catalog of ARI-HETRA products. Products and detailed descriptions can be found on the pricing file.

**ARI Phoenix, Inc**
Government Business POC
Tekla Goodwin
1-800-562-3250, ext. 103
Cell: 513-484-1066

Cage Code: 7H2W1
Duns #079968600
GSA #GS-07F-291AA



# CAPABILITY STATEMENT

ARI Phoenix, Inc. is a customer focused small company specializing in maintenance equipment for heavy-duty vehicles to include:

**Mobile Lifting Systems, Wheel Service & Exhaust Extraction Systems.**

ARI-HETRA systems are used in over 40 different industries such as military bases, heavy-duty automotive repair shops airlines & airport authorities, fire departments, school distri & transit, bus, & coach companies.

## DIFFERENTIATORS

- **30 year old ARI-Hetra American- Made Mobile Lifts** approved by ALI, and NRTL certified MET Labs.
- **Mobile Lifting Systems achieved with a Ball-Screw Design** (not hydraulics which can lead to leaking seals or cut hoses).
- **Wireless, Line Powered, or Battery-Operated Mobile Column Lifts**, offering absolute control of lifting systems.
- **Mobile Lifts have Safety Braking System** and Mechanical Lock-Wedge (no long-step procedure to ensure vehicle is properly locked).
- **Line and Battery-Powered Mobile Column Lifts have a Unique Built-In Load Cell**, which prevents operation if capacity overload is detected.

## CORE COMP

ARI-HETRA equipment is built and assembled in compliance with the highest standards. We pride ourselves on providing the finest heavy-duty service equipment on the market:

- Line, Battery-Powered, and now Wireless Mobile Column Lifts
- HDXL Scissor Lifting Systems
- Heavy-Duty Truck Tire Changers & Tire Balancers
- Tire Inflation Cages, Wheel Dollies, & Floor Jacks
- Disc Brake Lathes; Disc, Drum & Flywheel Lathes
- Heavy-Duty King Pin Press, Electro-Hydraulic Press
- Accessories (eg. Transmission Jack, Engine Hoist, Support Stands)
- Exhaust Extraction Systems

## PAST PERFORMANCES

- **Los Angeles Metro** (On-Vehicle Disc Brake Lathe; POC is Frank Forde at 213-922-5928)
- **MV Transit** (On-Vehicle Disc Brake Lathe; POC is Humberto Marazzi at 702-647-5157)
- **S&J Construction** (Mobile Column Lifts; POC is Joe Rogers at 708-331-1816)
- **Verizon** (Mobile Column Lifts; POC is Rob LoMonaco at 908-559-4413)

## NIGP CODES

075-44 / 075-36 / 075-03 / 075-81 / 075-84 / 075-54 / 075-41 / 075-43

HGACBuy NCPA BuyBoard CMAS

ARI hetra™

# HEAVY-DUTY MAINTENANCE EQUIPMENT CATALOG

MOBILE COLUMN LIFTS • EXHAUST EXTRACTION • WHEEL SERVICE








800-562-3250 | www.ari-hetra.com

MADE IN USA

# ARI-hetra™



ARI-HETRA Lebanon, Ohio





ARI-HETRA is a Customer-focused company specializing in maintenance equipment for heavy-duty vehicles. We lead in safety, reliability, durability, and service. As a result, ARI-HETRA products are the best value of their kind. We support our Customers with a team of skilled and dedicated employees. For over 25 years, ARI-HETRA has been the premium heavy-duty brand.

Some of the benefits we offer are:

- Safety-focused design.
- Unsurpassed dedication to quality.
- Durability for demanding environments.
- Factory-direct sales, service, & installation.
- Superior technology.

## QUALITY

Our products are simply the finest of their kind. Each design is thoughtfully engineered to provide years of reliable operation in a simple and functional package. ARI-HETRA has accomplished this while offering the best in value to our Customers.

## SAFETY

Our research and development goals are to improve the safety and efficiency of every product we offer. The methods we use to meet these demands include redundant safety features, highest quality materials, and expert manufacturing craftsmanship. Our culture reflects our enduring commitment to produce the safest equipment possible. To do this, we submit our equipment to a rigorous third-party testing required by The Automotive Lift Institute.

GO WITH GREEN!

LIFTS


**4-5** ..... Wireless Mobile Column Lifts
**6-7** ..... Cable Battery-Powered Mobile Column Lifts
**8-9** ..... Line-Powered Mobile Column Lifts
**10** ..... Front & Rear Truck Adapters / Flat Plate Adapters / Reduction Sleeves
**11** ..... Chassis Cross Beam / Snow Plow Adapter
**12-13** .. Forklift Lifting Systems
**14-15** .. Scissor Lifting Systems


ACCESSORIES


**18** ..... Support Stands
**19** ..... Transmission Jack
**20** ..... Lifting Table
**21** ..... Diesel Engine Stand / Engine Hoist
**22** ..... Hi-Rise Clutch Jack
**23** ..... Waste Oil Drains


EXHAUST


**26** ..... Know the Facts
**27** ..... Aluminum Channel Duct
**28** ..... Telescoping Exhaust Extraction Cane / Hose Reel
**29** ..... Welding Fume Extraction


WHEEL SERVICE


**32-33** .. Heavy-Duty Tire Changers
**34** ..... Tire Changer Accessories
**35** ..... Medium/Light Duty Tire Changer
**36** ..... Heavy-Duty Wheel Balancers
**37** ..... Inflation Safety Cages
**38-39** .. Floor Jacks
**40** ..... Military Floor Jack / Wheel Dollies
**41** ..... Brake Lathes
**42** ..... Brake Maintenance Tools
**43** ..... Heavy-Duty King Pin Press
**44** ..... Electro-Hydraulic & Two-Speed Manual Presses


26
KENWORTH
JERR-DAN

# LIFTING
## SYSTEMS











# WIRELESS MOBILE COLUMN LIFTS

## BPW SERIES

The ONLY Wireless Mobile Column Lift powered by a low friction re-circulating ball-screw for precise control and ultimate efficiency.

- Wirelessly communicates with up to 8 columns, creating a lifting system for vehicles weighing up to 144,000 lbs.
- Each column can communicate on 10 different frequency channels, allowing operation of multiple sets in the same area.
- A dependable channel-hopping feature eliminates interference caused by other radio systems.
- The ball-screw mechanism requires little maintenance, is lightweight, and does not leak like hydraulic systems may.
- The slim design H-beam support column provides improved access around the lift.







Ball-Screw Technology



Wireless Communications



Long Battery Life



Redundant Safety System



H-Beam Support Column



| Standard Wireless Lifts | | | |
|---|---|---|---|
| Model | Capacity Per Post | Carriage Width | Fork Length |
| BPW-6-M | 12,000 lbs. | 32.28 in. (820mm) | 16 in. |
| BPW-6-AJ | 12,000 lbs. | 35.43 in. (900mm) | 15 in. |
| BPW-9-M | 16,000 lbs. | 32.28 in. (820mm) | 16 in. |
| BPW-9-AJ | 16,000 lbs. | 35.43 in. (900mm) | 15 in. |
| BPW-10-AJ | 18,000 lbs. | 35.43 in. (900mm) | 13 in. |

| Specialty Wireless Lifts | | | |
|---|---|---|---|
| Model | Capacity Per Post | Carriage Width | Fork Length |
| BPW-6-XXW | 12,000 lbs. | 48.23 in. (1,225mm) | 20 in. |
| BPW-8-20 | 15,000 lbs. | 31.5 in. (800mm) | |
| BPW-8-20W | 15,000 lbs. | 35.43 in. (900mm) | |
| BPW-9-XW | 16,000 lbs. | 36.61 in. (930mm) | 16 in. |

## Power (per post):

- 110V, 60Hz, 1-PH.
- 48V DC - (4) 12V Batteries.
- 3 Amps charging max.
- 8-hour charging cycle.
- 2 HP Motor.



Adjustable carriage options available.

# CABLE BATTERY-POWERED MOBILE COLUMN LIFTS

## CB SERIES

Our rechargable 48V DC system utilizes four industrial strength 12V batteries.

**Direct Connection ensures safety and productivity.**

- No need to sync or reboot.
- Low downtime.
- Overload protection shuts the system down when a load is over the rated capacity.
- Quick connect cables ensure fast setup. We get you lifting faster.
- Self-contained wheels and a hydraulic jack/steering assembly for mobility.



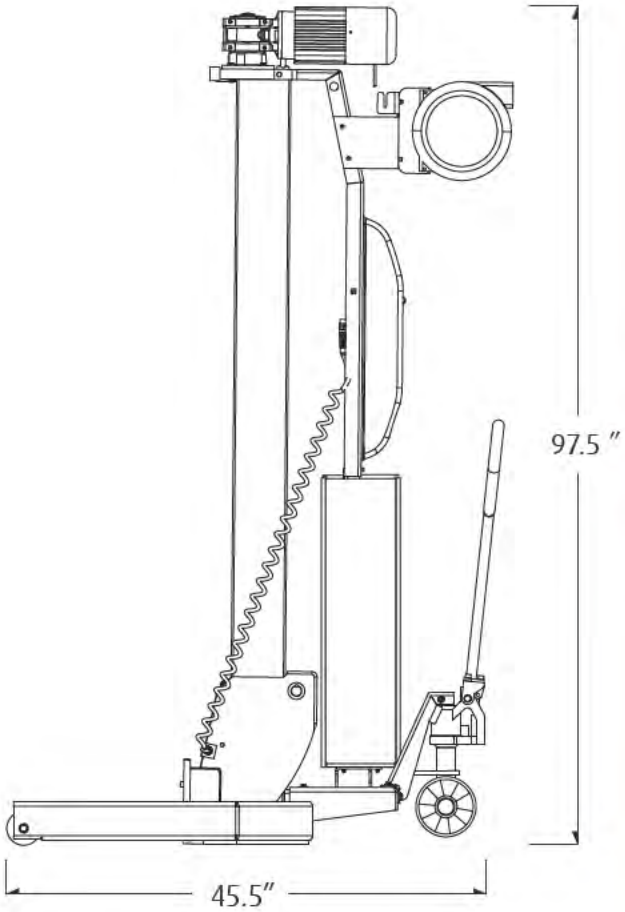
Secure cleat system keeps cables up and out of the way for added safety and ease of use.







| Standard Cable Battery-Powered Lifts | | | |
|---|---|---|---|
| Model | Capacity Per Post | Carriage Width | Fork Length |
| CB-9-M | 16,000 lbs. | 32.28 in. (820mm) | 16 in. |
| CB-9-AJ | 16,000 lbs. | 35.43 in. (900mm) | 15 in. |
| CB-10-AJ | 18,000 lbs. | 35.43 in. (900mm) | 13 in. |




Dimensions approximate. Sizes vary between models. Model CB-8 shown above.

| Specialty Cable Battery-Powered Lifts | | | |
|---|---|---|---|
| Model | Capacity Per Post | Carriage Width | Fork Length |
| CB-8-20 | 15,000 lbs. | 31.5 in. (800mm) | 20 in. |
| CB-8-20W | 15,000 lbs. | 35.43 in. (900mm) | |

## Power (per post):

- 110V, 60Hz, 1-PH.
- 48V DC - (4) 12V Batteries.
- 3 Amps charging max.
- 8-hour charging cycle.
- 2 HP Motor.



Adjustable carriage options available.

# LINE-POWERED MOBILE COLUMN LIFTS

## LP SERIES

### Durable

- Engineered for years of service in demanding environments.

### Tight Turning Radius & Small Footprint

- Turning radius allows maneuverability in confined shops.
- Can be stored with minimum space usage.

### Solid Steel Support Column

- Thick steel H-beam (5x rated).

### Advanced Controls

- Automatic synchronization keeps lifts safe and level.
- Waterproof controls allow outdoor and wash bay use.

### Emergency Stop Button

- Emergency switch stops system.




LP Model shown above with adjustable carriage.



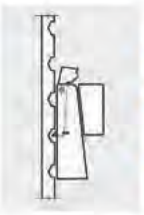
**Ball-Screw Technology**

- Longer life than ACME thread.
- No leaking seals like hydraulics.
- A multitude of ball bearings sealed with grease fitting ensure low friction.
- Lifetime performance.



**Solid Steel Support Column**

- 5 x rated capacity.
- Slim design of the H-Beam columns allow for maximum visibilty around each lift.



**Redundant Safety System**

- Wedge-type safety device used in elevators around the world.
- Automatically locks between lifting carriage and H-beam.
- Uses downward force of load to lock in place.

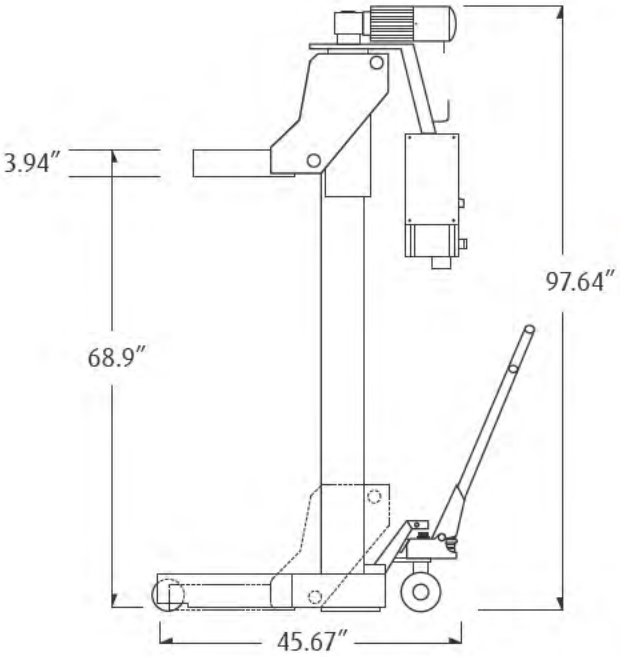


300

| Standard Line-Powered Lifts | | | |
|---|---|---|---|
| Model | Capacity Per Post | Carriage Width | Fork Length |
| LP-6-M | 12,000 lbs. | 32.28 in. (820mm) | 16 in. |
| LP-6-AJ | 12,000 lbs. | 35.43 in. (900mm) | 15 in. |
| LP-9-M | 16,000 lbs. | 32.28 in. (820mm) | 16 in. |
| LP-9-AJ | 16,000 lbs. | 35.43 in. (900mm) | 15 in. |
| LP-10-AJ | 18,000 lbs. | 35.43 in. (900mm) | 13 in. |








Dimensions approximate. Sizes vary between models. Model LP-8 is shown above.

| Specialty Line-Powered Lifts | | | |
|---|---|---|---|
| Model | Capacity Per Post | Carriage Width | Fork Length |
| LP-6-XXW | 12,000 lbs. | 48.23 in. (1,225mm) | 20 in. |
| LP-8-20 | 15,000 lbs. | 31.5 in. (800mm) | |
| LP-8-20W | 15,000 lbs. | 35.43 in. (900mm) | |
| LP-9-XW | 16,000 lbs. | 36.61 in. (930mm) | 16 in. |

## Power Options

- 208-230V 3-PH or 460-480V 3-PH.
- Power on demand.
- No battery maintenance.
- No need to sync or reboot.

## Electronic Overload Protection

- Shuts system down if load exceeds rated capacity.

## Safety Braking System

- Motor brake is engaged until power is applied.
- Elevator-style safety wedge.



Adjustable carriage options available.

## FRONT & REAR TRUCK ADAPTERS
### FRLT-15 & FRLT-M

Fits humvee, cargo vans, pick-up trucks, and light weight vehicles. Options available for low profile and multiple carriage widths and fork lengths.

- Quick setup and lifting.
- Optional cart.

## FLAT PLATE ADAPTERS
### FL-1-M-12.5, 16, & 20

Engage flat surfaces such as trailer bodies, generators, modular homes, and fork lifts

- Available in multiple carriage sizes.

## REDUCTION SLEEVES
### REGULAR DUTY - EP-2 & EP-2-9

- For smaller tire diameter, down to 13 in. rim size; used for lifting light trucks and passenger cars.
- Capacity of 5,000 lbs. if used individually or in pairs.

### HEAVY-DUTY - EP-2-HD

- For lifting heavy-duty vehicles with smaller wheel sizes down to 13 in. diameter rims.
- Capacity of 15,000 lbs. if used individually or in pairs.







## CHASSIS CROSS BEAM



Allows operator to lift light vehicles by the frame, acting like a two column lift for wheel-free access. Durable wheels make the cross beam easy to maneuver and adjustable lifting pads avoid beam interference.

## SNOW PLOW ADAPTER
**TR-SNOW-36**

Our snow plow adapter is designed to raise trucks with side mounted snow plow wings and single or dual rear axles.







Adjustable support for cross beam.



- Capacity: 36,000 lbs. per crossbeam
- Dimensions: 153" x 51" x 7"
- Weight: 1,450 lbs.
- Tire Diameters: 34" – 49"

## FORKLIFT LIFTING SYSTEMS

The Forklift Lifting System uses a ramp and contact pad with two mobile lifting posts to gain access to the underside of short wheelbase industrial vehicles. Preventive maintenance, lubrication, repair, and parts replacement are made easier and safer with the vehicle raised.

### Safety

Non-skid rubber contact points and perforated traction ramps add to safety.



FL-OM-12 system in use.

### Versatility

Use just 2 posts for forklift maintenance.



FL-SAL-4 system in use.




- Provides stand-up under vehicle access.
- Easy to perform repairs under forklift.
- Compact design and easy storage.
- Platform attaches to mobile lift carriage.



## FORKLIFT ADAPTER
**FL-SAL-4**
**DOUBLE END-DRIVE PALLET MOVERS**

- 4,000 lb. capacity.
- For forks up to 96 in.
- Raises forklifts 68 in. high.



## FORKLIFT ADAPTER
**FL-RC-10-3**
**DOUBLE, TRIPLE, & QUAD END-DRIVE PALLET MOVERS**

- 10,000 lb. capacity.
- For forks 115 in. to 144 in.
- Raises forklifts 68 in. high.



## LIFTING PLATFORM
**FL-OM-12**

- 10,000 lb. capacity.
- Storage cart provided.
- Raises forklifts 68 in. high.

## HDXL SCISSOR LIFTING SYSTEMS

### Features

- Sealed bronze and graphite pivot points (strong, durable, low maintenance).
- Flush or surface mounting.
- Platforms wide enough for dual-wheeled vehicles.
- Automatic wheel chocks fall into place when vehicle is lifted.
- Optional air supply.

### Safety Features

- Maximum capacity controlled by an overload safety valve.
- Mechanical safety latching mechanism.
- Two platforms, synchronized by control system to maintain a level lifting surface.
- Models: HDXL 902, 903, 912, and 913 ALI certified through NRLT MET Labs.

## WASH BAY SCISSOR LIFTS

ARI-HETRA's 900 series Scissor Lifts can be ordered with a galvanized coating for wash bay specific applications. Includes water-resistant electrical components and a protective control cabinet spray hood.



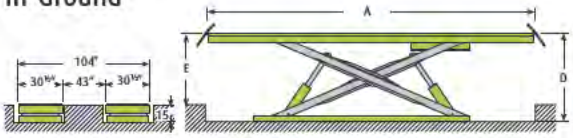



**XLA-458A**
Air-Hydraulic Lifting Crosspiece is equipped with sliding rollers.

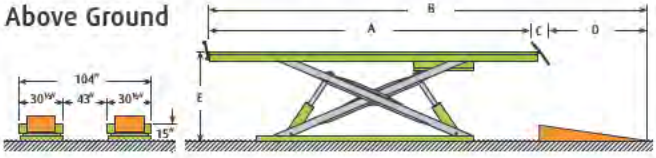


# SINGLE SCISSOR LIFTS

### In-Ground



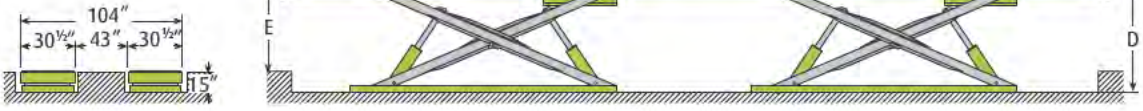

### Above Ground



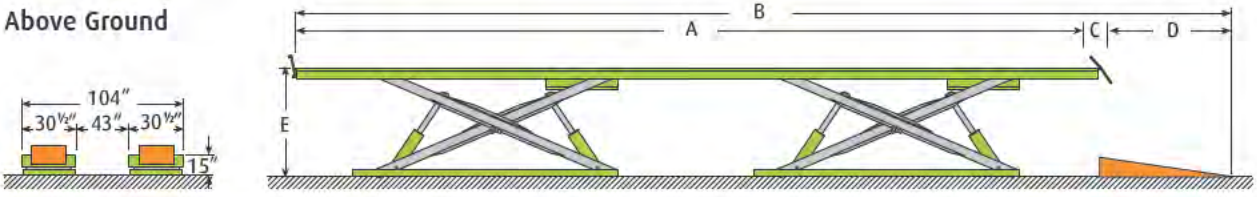

| Single | Platform Length | A" | B" | C" | D" | E" | Lifting Capacity | HDXL Weight | Power |
|---|---|---|---|---|---|---|---|---|---|
| HDXL 900 | 19 ft. 8 in. | 236 | 344 | 2 | 106 | 75 | 20,000 lbs. | 10,700 lbs. | 440V, 60 Hz, 3-PH, 30 Amps<br>220V, 60 Hz, 3-PH, 60 Amps |
| HDXL 910 | | 236 | n/a | n/a | 75 | 60 | | 9,400 lbs. | |
| HDXL 901 | 23 ft. | 276 | 382 | n/a | 106 | 75 | 29,000 lbs. | 12,300 lbs. | |
| HDXL 911 | | 276 | n/a | n/a | 75 | 61 | | 11,000 lbs. | |
| HDXL 902 | 28 ft. | 336 | 442 | n/a | 106 | 75 | 50,000 lbs. | 20,000 lbs. | |
| HDXL 912 | | 336 | n/a | n/a | 75 | 60 | | 18,700 lbs. | |
| HDXL 903 | 32 ft. | 384 | 490 | n/a | 106 | 75 | 75,000 lbs. | 26,500 lbs. | |
| HDXL 913 | | 384 | 344 | 2 | 106 | 75 | | 25,200 lbs. | |

# DOUBLE SCISSOR LIFTS

### In-Ground




### Above Ground




| Double | Platform Length | A" | B" | C" | D" | E" | Lifting Capacity | HDXL Weight | Power |
|---|---|---|---|---|---|---|---|---|---|
| HDXL 906 | 46 ft. | 551 | 659 | 2 | 106 | 75 | 57,000 lbs. | 23,300 lbs. | 440V, 60 Hz, 3-PH, 40 Amps |
| HDXL 916 | | 551 | n/a | n/a | 75 | 61 | | 22,000 lbs. | 220V, 60 Hz, 3-PH, 80 Amps |
| HDXL 907 | 52 ft. 6 in. | 630 | 738 | 2 | 106 | 75 | 101,000 lbs. | 33,600 lbs. | 440V, 60 Hz, 3-PH, 60 Amps |
| HDXL 917 | | 630 | n/a | n/a | 75 | 60 | | 32,300 lbs. | 220V, 60 Hz, 3-PH, 120 Amps |
| HDXL 908 | 54 ft. 2 in. | 650 | 758 | 2 | 106 | 75 | 132,000 lbs. | 45,300 lbs. | 440V, 60 Hz, 3-PH, 40 Amps |
| HDXL 918 | | 650 | n/a | n/a | 75 | 60 | | 44,000 lbs. | 220V, 60 Hz, 3-PH, 80 Amps |


MADE IN THE U.S.A.
ARI
hetra
lifting systems
wheel service
ARI-hetra



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# LIFTING ACCESSORIES











# SUPPORT STANDS



ARI-HETRA's line of support stands allow you to free up your heavy-duty mobile column lift system for use on other vehicles. Each stand offers easy height adjustment and a steel quick-release pin with lanyard for added safety.





Model AB-24-04

| Model | Capacity | Adjustment Range |
|---|---|---|
| AB-6-07 Small | 18,000 lbs. | 20 to 30 in. (2 in. steps) |
| AB-6-12 Medium | 18,000 lbs. | 28 to 46 in. (2 in. steps) |
| AB-6-20 Tall | 18,000 lbs. | 48 to 72 in. (2.75 in. steps) |
| AB-12-07 Small | 30,000 lbs. | 24 to 36 in. (2 in. steps) |
| AB-12-12 Medium | 30,000 lbs. | 28 to 46 in. (2 in. steps) |
| AB-12-20 Tall | 30,000 lbs. | 53 to 78 in. (2 in. steps) |
| AB-24-04 Ultra Heavy-Duty | 60,000 lbs. | 48 to 74 in. (2 in. steps) |

# TRANSMISSION JACK

## AH-2500 & AH-4000

Our heavy-duty transmission jack
of the safest ways to raise produc
your shop. The single-stage electr
transmission jacks provide a relial
installing and removing almost ar
or driveline component.

- 10-foot pendant remote contro
- Durable 6 in. lockable casters p
  ease of movement.
- Universal cradle adjusts to serv
  most heavy-duty driveline com
- Cradle brackets and adapters s
  built-in tool box.






Battery-powered unit shown.

## AH-2500-BP & AH-4000-BP BATTERY-POWERED

The AH-2500-BP and AH-4000-BP transmission jacks offer the flexibility of battery-powered operation and 110V charging with all the robust strength and features of our AH-2500 and AH-4000.

| Lift Height | | Cradle Adjustment | | | Locking Swivel Casters | | Overall Dimensions | | | Head Rotation | Shipping Weight |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Low | High | Front | Back | Side-to-Side | Diameter | Quantity | L | W | H | | |
| 36 in. | 71 in. | 12 deg. | 12 deg. | 12 deg. | 6 in. | 4 | 58 in. | 42 in. | 71 in. | 120 deg. | 550 lbs. |

## LIFTING TABLE
### TT-2000

- Lifetime self-lubricating, anti-friction bushings at all pivot points.
- 115 VAC electric hydraulic pump.
- Solid steel lifting surface.
- Lockable casters provide ease of movement.
- Durable Steel construction for years of safe service.



## TRANSMISSION ADAPTER
### TT-2000-S

This optional adapter works with the TT-2000 for removal and replacement of transmissions and differentials.

- Adapter capacity - 2,500 lbs.
- Side-to-side rotation - 40 deg.
- Forward-aft rotation - 20 deg.

See also: TT-2000 L (low profile)




| Top Surface | Motor | Lift Height | | Base Size | | Locking Swivel Casters | | Lifting Time | Shipping Weight |
|---|---|---|---|---|---|---|---|---|---|
| | | Low | High | Length | Width | Diameter | Quantity | | |
| 36 in. x 18 in. | 3/4 HP | 36 in. | 72 in. | 36 in. | 24 in. | 6 in. | 4 | 2 sec | 480 lbs. |

## DIESEL ENGINE STAND

### AH-06187






- Adapters for Detroit, Cummins, CAT, Allison, and others.
- Mounting head tilts for engine clearance in 360 degree rotation.
- 95 to 1 worm gear drive and long handle provide easy engine rotation.
- Floor locks keeps stand from moving during repairs.
- Full range of optional adapters.
- Integral hydraulic jack for lifting.

| Rotational Clearance *From Mounting Head to Ground* | Overall Dimensions | | | Wheel Diameter | | Shipping Weight |
|---|---|---|---|---|---|---|
| | Height | Width | Length | Front | Rear | |
| 35 in. to 43 in. | 45 in. | 50 in. | 54 in. | 7 in. | 7 in. | 675 lbs. |

## ENGINE HOIST

### AH-09756




- Battery-powered electric hydraulic unit for freedom of movement.
- Operates by hand-held remote control.
- Spring retracting chain.
- Extension tube extends at 15 in. increments.
- Base frame collapses for tight storage area.
- T-handles take weight off wheels to aid in extending and retracting base.
- Maximum capacity - 9,000 lbs.
- 10 degree left-to-right boom rotation.

| Boom Height | | Base Size | | | Boom Rotation | Shipping Weight |
|---|---|---|---|---|---|---|
| Low | High | Extended | Collapsed | Width | | |
| 43 in. | 145 in. | 125 in. | 63 in. | 51 in. | 10 deg. | 1,700 lbs. |

ARI hetra

# HI-RISE CLUTCH JACK
## AH-3000

Our hi-rise clutch jack is a smart, efficient way to remove, install, and transport heavy-duty 14 in. and 15.5 in. truck and bus clutches and flywheels.

- Full range of movement to position heavy clutches and flywheels.
- 2-stage air/hydraulic pump.
- Metered pump provides safe lowering.
- Foot pedal raises and lowers load.
- Casters provide ease of movement.
- Steel construction for years of service.
- High reach - 80 in. at clutch center point.
- Wide base with low center of gravity offers added stability.





2 in. spline shaft tilts easily by rotating precision-machined handle.

| Supplied Spline Shaft | Head Rotation | Lift Height | | Base Size | | Locking Swivel Casters | | PSI Required | Shipping Weight |
|---|---|---|---|---|---|---|---|---|---|
| | | Low | High | Length | Width | Diameter | Quantity | | |
| 2 in. | 360 deg. | 40 in. | 80 in. | 41 in. | 41 in. | 4 in. | 4 | 100-160 | 105 lbs. |

## WASTE OIL DRAIN
### WOD-26

- Pneumatic emptying.
- Drain plug for cleaning and internal inspection.
- Metal drip tray with drain filter grid.
- Oil level gauge.

| Extended Height | Container Dimensions | | Capacity | PSI Required | Weight |
|---|---|---|---|---|---|
| | Height | Width | | | |
| 70 in. | 47 in. | 22 in. | 26 gal. | 7.2 | 85 lbs. |



## WASTE OIL DRAIN
### WOD-31XL

- Quick recovery of fluid using shop air.
- 6 included suction wands of various lengths and diameters.
- 8.5 in. tray height when completely lowered (including wheels).
- "S-hooks" around perimeter of tool tray for tool storage.



| Container Dimensions | | Tray Capacity | Tank Capacity | PSI Required | Weight |
|---|---|---|---|---|---|
| Height | Width | | | | |
| 60 in. | 26 in. | 13.5 gal. | 32 gal. | 7.2 | 184 lbs. |

**Versatile**

- Grounde
- Lifted ve
- Suction v

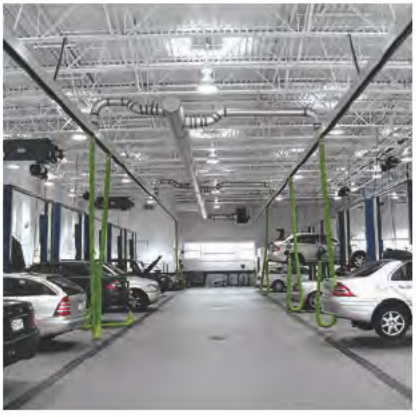






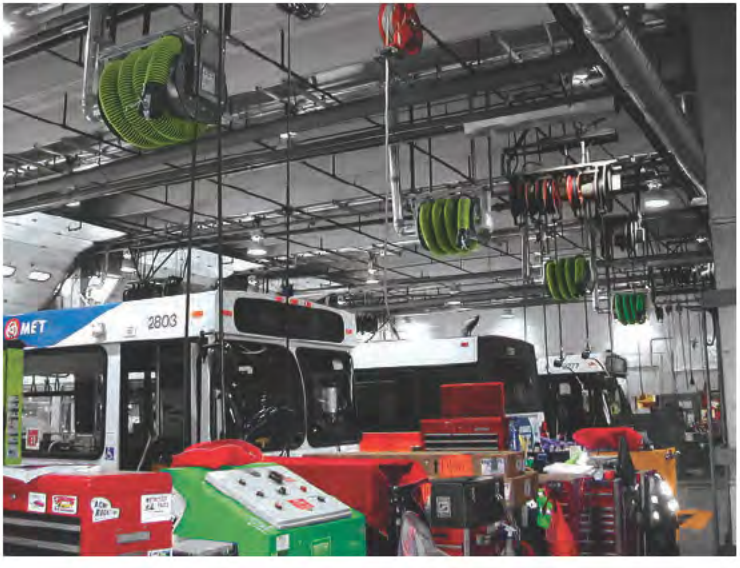

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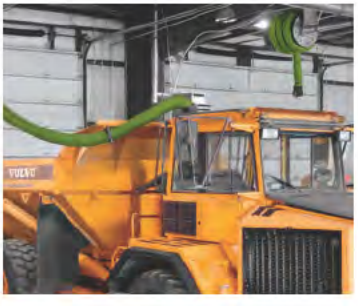
# EXHAUST EXTRACTION









# KNOW THE FACTS

**1 in 10**

mechanics are at risk for cancer; including mesothelioma.

- The Mesothelioma Center

**30**

minutes of exposure is all it takes for the brain to fire stress signals, increasing risk for Parkinson's & Alzheimer's.

- Particle and Fibre Toxicology

**2012**

the year Diesel Exhaust joined asbestos as a Group 1 carcinogen.

- International Agency for Research on Cancer

## **ARI-HETRA** KEEPS IT SIMPLE

### STEP 1

Pick a set-up to fit your budget and shop.

**A. Mobile Cart**



Lowest cost source capture system that can be moved to any bay.

**B. Fixed Drop**



Excellent for two bays, equip with simple hose drop, spring balancer, or hose reel to keep the work area clear.

**C. Channel & Sliding Trolly**



Cost effective for 3 or more bays to share 1 hose drop. Configure with options right for you; spring balancer, hose reel, etc.

### STEP 2

We take the measurements and give you a custom design and quote.



ARI-HETRA Tech-Specs

### STEP 3

Your choice; you install or we will for you! Existing HVAC and duct work? We can tie into any existing central control systems.



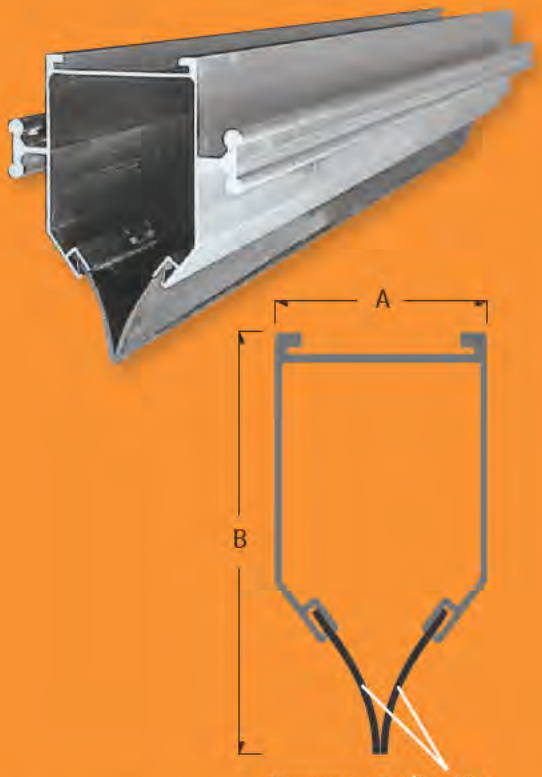
## ALUMINUM CHANNEL DUCT

- Enables you to share the system between service bays.
- Permits you to move vehicles around your shop with the exhaust extraction system still connected.
- Can be used with Welding Fume Extraction Systems.
- The ducting is made of solid extruded aluminum.
- The side flanges form a double rail to support and guide the hose trolly.
- Neoprene sealing lips are installed into the channel with steel spring clips to make the channel airtight.
- The neoprrene sealing lips are resistant against exhaust gas and other chemicals.

### Aluminum Channel Duct Sizes:

- ARI-2000 for trucks and buses. 1 set of guides for hose carriage.
- ARI-3000 for heavy-duty vehicles. 2 sets of guides for hose carriage.






Neoprene Sealing Lips

| Model | A | B |
|---|---|---|
| ARI-2000 | 6 in. | 11.25 in. |
| ARI-3000 | 6 in. | 15.15 in. |



ARI-2000 with hose trolly.

## TELESCOPING EXHAUST EXTRACTION CANE

**999-907**

- Rack and pinion height adjustability.
- Lockable 5 in. caster wheels.
- 100 in. - 159 in. height adjustment.
- Custom exhaust hood shapes available.
- 6 in. diameter steel extraction tube.
- Powder-coated paint finish.
- Comes with either truck or coach stainless steel exhaust hoods.



Top Slack Style



Trash Truck/Coach Style





Optional 1 HP Fan

### Connection Options:

- Attached fan and hose.
- Mobile fan and hose reel cart.
- Existing extraction systems.



### MOBILE HOSE REEL CART



- 25 feet of retractable hose.
- 10 feet of extension hose.
- 4 caster wheels for mobile use.

## WELDING FUME EXTRACTION

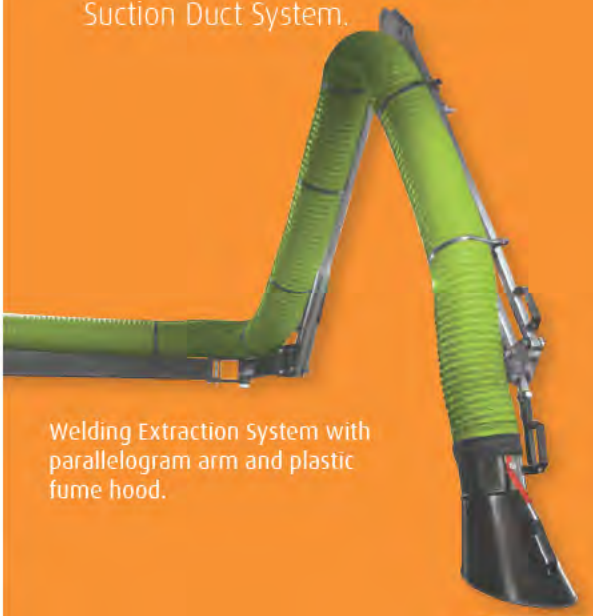
Pollution from fumes, gas, and dust is a serious problem in an enclosed shop environment. Most welding fume particles are not breathable and can be comprised of up to 80% sub micron-sized particles. The best way to remove this hazard is with ARI-HETRA's Welding Fume Extraction System.

- Multi-position design allows you to tailor extraction system to your projects.
- Exhaust Extraction Systems used with Slotted Duct widens the area of possible extraction.



### Available Products:

- ARIflex is lightweight, compact, and easily positioned, especially when paired with outer articulating arm. Used with a central suction system.
- ARIflex Max F uses a suction trunk type ARIflex Max with a high CFM flow rate fan attached. It is a very easy "do it yourself" installation.
- ARI-A with outer parallelogram arm is built for heavy-duty applications. It has a wide range of motion when used with an Aluminum Slotted Suction Duct System.



Welding Extraction System with parallelogram arm and plastic fume hood.






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# WHEEL SERVICE












# HEAVY-DUTY TIRE CHANGERS
## WS-12660

- 6-jaw universal chuck with two rotation speeds.
- Self-centering chuck with power regulation.
- Pivoting tool for easier bead breaking operation.
- Tool movements controlled via wireless remote control.
- Automatic tool arm and tool head.
- Wireless remote control.




### STANDARD ACCESSORIES:

- Bead breaking lever - 1695300094
- Rim clamp - 1695300099



6-Jaw
Hydraulic Chuck



13 in. - 40 in.
*14 in. - 60 in.

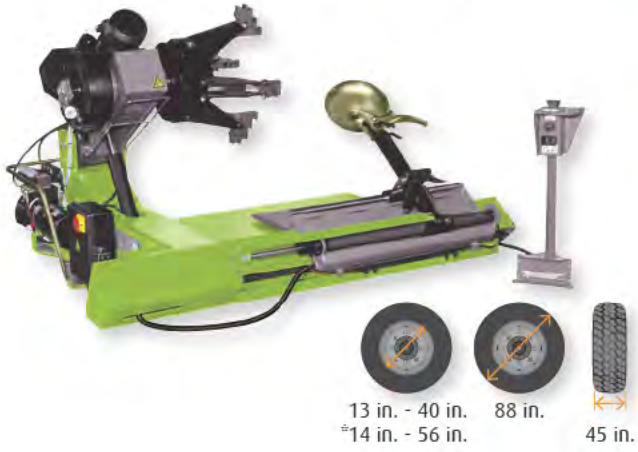
112 in.

60 in.

* *With Extension*

| Technical Data | WS-12660 | WS-12650 | WS-12645 | WS-12630 |
|---|---|---|---|---|
| Chuck Rotation Motor | 3-4 HP (220V, 3-PH, 60 Hz) | 3-4 HP (220V, 3-PH, 60 Hz) | 3-4 HP (220V, 3-PH, 60 Hz) | 3-4 HP (220V, 3-PH, 60 Hz) |
| Hydraulic Drive Motor | 1.5 HP | 1.5 HP | 1.5 HP | 1.5 HP |
| Rim Dia. (With Ext.) | 13-40 in. (14-60 in.) | 13-40 in. (1-56 in.) | 13-40 in. (14-56 in.) | 14-26 in. |
| Max Wheel Dia. | 112 in. (2,850 mm) | 90 in. (2,300 mm) | 88 in. (2,250 mm) | 63 in. (1,600 mm) |
| Max Wheel Width | 60 in. | 49 in. | 45 in. | 31 in. |
| Min Clamp Dia. | 3 in. | 3 in. | 3 in. | 3 in. |
| Max Wheel Weight | 4,500 lbs. | 3,086 lbs. | 2,645 lbs. | 3,086 lbs. |
| Chuck Rotation Speeds | Double 4.5-9 RPM | Double 4.5-9 RPM | Double 4.5-9 RPM | Single 6 RPM |
| Dimensions (LxWxH) | 110 in. x 106 in. x 82 in. | 97 in. x 84 in. x 69 in. | 98 in. x 94 in. x 69 in. | 73 in. x 71 in. x 49 in. |







**WS-12650**

- Electro-hydraulic/pneumatic.
- Automatic tool arm and tool head.
- Pneumatic controlled tool arm.
- Truck, bus, tractor, agricultural, and earth-moving equipment tires.
- Wireless remote control.

6-Jaw Hydraulic Chuck



**WS-12645**

- Electro-hydraulic.
- Semi-automatic tool arm and manual tool head.
- Truck, bus, tractor, agricultural, and earth-moving equipment tires.
- Wired remote control.

4-Jaw Hydraulic Chuck



**WS-12630**

- Electro-hydraulic.
- Manual tool arm and tool head.
- Truck, bus, and super-single tires.
- Wired remote control.

4-Jaw Hydraulic Chuck



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# HEAVY-DUTY TIRE CHANGER
## OPTIONAL ACCESSORIES & APPLICATION CHART

### DP12 Pneumatic Bead Pressing Device
WSA-P12-2201677



- WS-12660
- WS-12650
- WS-12645
- WS-12630

### Chuck Extension Kit
1695301681



- WS-12660
- WS-12650
- WS-12645

### Heavy-Duty Rim Clamp



G90A6



### Thick Rim Adapters
1695301748



- WS-12660
- WS-12650
- WS-12645

### Tubeless Roller
1695300102



- WS-12660
- WS-12650
- WS-12645
- WS-12630

### Center Hole Adapter 3 in. min Ø
1695301747



- WS-12660
- WS-12650
- WS-12645

| Model | Cars & Light Trucks | Trucks & Buses | LT Agricultural Vehicles | HD Agricultural Vehicles | Skidder & OTR Vehicles |
|---|---|---|---|---|---|
| Tire Changers | | | | | |
| WS-12630 | | ■ | | | |
| WS-12645 | | ■ | ■ | ▪ | ▪ |
| WS-12650 | | ■ | ■ | ▪ | ▪ |
| WS-12660 | | ■ | ■ | ■ | ■ |
| WS-18600 | ■ | | | | |
| Wheel Balancers | | | | | |
| WS-12880 | ■ | ■ | | | |
| WS-12890 | ■ | ■ | | | |

■ *Match* ▪ *Not For All Tire Sizes*




## 32" CENTER-POST SWING ARM TIRE CHANGER

**WS-18600**

- Quick lock rim clamp.
- Handheld bead blaster.
- Integrated inflation tank.
- Light truck or passenger wheel combination up to 47 in. diameter.

| | |
|---|---|
| Rim Diameter | 12 - 32 in. |
| Max Wheel Diameter | 47 in. |
| Max Wheel Width | 15 in. |
| Motor Power | 1 HP |
| Clamping System | Center Post |
| Max Bead Breaker Range | 15 in. |
| Bead Breaker Force | 8,482 ft-lb. |
| Dimensions (LxWxH) | 76 in. x 59 in. x 85 in. |
| Weight | 835 lbs. |
| Power | 110V, 60Hz, 1-PH, 20 Amps |

### Standard Accessories:

- Rim clamp - 1695300099
- 2 x Drive pin guard - 1695107480
- 2 x Memory ring for horizontal arms
- 2 x Rubber flange guard - 1695107444
- Bead breaking lever - 1695300094
- Bead breaker blade guard - 1695106152
- Bead pressing wedge (low) - 1695103261
- Plastic guard set (5 pcs.) - 1695101503
- 2 x Plastic centering cone cover - 1695107481
- Bead bar - 1695102683
- Plastic storage - 1695102226
- Centering cone - 1695000289

### Optional Accessories:

**LT Truck Cone**
2.95" - 5.7"
1695107440



**LT Centering Cone**
2.95" - 4.72"
1695107441



**LT Truck Cone**
7.48" - 8.77" + Spacer
1695107442



**Wheel Lift w/ INTG Roller Board**
1695107467



# HEAVY-DUTY WHEEL BALANCERS

- 17 in. monitor with simple and intuitive control panel for greater functionality.
- Integrated tire lift for easy handling of heavy tires.
- Two-speed rotation system, automatically selected by wheel type.
- 5 programs for truck wheels, 2 for aluminum rims.
- 11 programs for motorcycle wheels.
- Special gauge for positioning the adhesive weights on aluminum rims.
- Static imbalance optimization program.
- Multi-operator program.
- Program for weights hidden behind spokes (only car mode).



WS-12890



WS-12880

| | |
|---|---|
| Rim Diameter | 6 - 40 in. |
| Rim Width | 1 - 20 in. |
| Wheel Diameter | 47 in. |
| Wheel Width | 22 in. |
| Max Wheel Weight | 440 lbs. |
| Accuracy | 10g Truck/1g Car |
| Rotation Speed | 100 RPM Truck/200 RPM Car |
| Power | 110V, 60 Hz, 1-PH |
| Dimensions (LxWxH) | 80 in. x 49 in. x 74 in. |
| Shipping Dimensions (LxWxH) | 38 in. x 75 in. x 48 in. |

## Wheel Capacity:



6 in. - 40 in.



47 in.

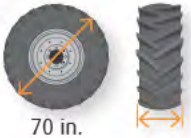


22 in.



**WS-35026-70**

- Locking cage.






**WS-35026-FE**

- Fully powered cage lift.
- 139.5 in. x 91 in. x 56 in. (LxWxH)




## AUTOMATIC INFLATION SAFETY CAGES

- OSHA regulation 29-CFR part 1910.177 compliant.
- Safe - prevents injury.
- Easy to use.




**"Walk-Away" Auto Inflation Features:**

- Inflates tires up to 232 PSI.
- Pressure gauge and regulator system.
- Programmable overinflation and purge cycles.
- Factory calibrated for accuracy.



**WS-35026**

- Self-locking cage.




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# FLOOR JACKS

- Wheeled-base for easy handling.
- Safety device to prevent load from descending if air supply fails.
- All controls are conveniently located on handlebar.
- Multi-step lifting cylinder allows low entry height for maximum vehicle flexibility.
- Simulated lifetime fatigue testing (50-100 lifting cycles per day for over 10 years).

## Compatible Accessories:

0.5 in. Extension
A02354

4.75 in. Extension
A02406

2.75 in. Extension
A02410








## 10 TON PORTABLE AIR LIFT JACK
WS-0910T

| Capacity | Min PSI for Rated Capacity | Length | Min - Max Height | Net Weight |
|---|---|---|---|---|
| 10 Tons | 200 PSI | 57 in. | 18 in. - 51 in. | 163 lbs. |

## Four-Step Air-Hydraulic Jack
WS-16415

| Step | Capacity | Dimensions (LxWxH) | Standard Extensions | Working Air Pressure | Net Weight |
|---|---|---|---|---|---|
| 1 | 176,000 lbs. | 39 in. x 13.75 in. x 56 in. | A02354 | 116 - 145 PSI | 170 lbs. |
| 2 | 110,000 lbs. | | A02406 | Min - Max Height | |
| 3 | 55,000 lbs. | | A02410 | 7 in. - 19 in. | |
| 4 | 33,000 lbs. | | | | |



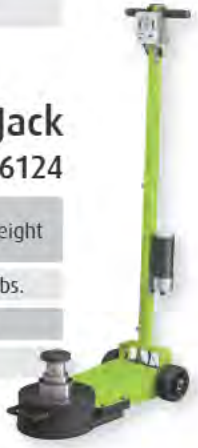
## Three-Step Air-Hydraulic Jack
WS-16101

| Step | Capacity | Dimensions (LxWxH) | Standard Extensions | Working Air Pressure | Net Weight |
|---|---|---|---|---|---|
| 1 | 176,000 lbs. | 43 in. x 15 in. x 61 in. | A02354 | 116 - 145 PSI | 227 lbs. |
| 2 | 110,000 lbs. | | A02406 | Min - Max Height | |
| 3 | 55,000 lbs. | | A02410 | 12 in. - 33 in. | |



## Three-Step Air-Hydraulic Jack
### WS-16236

| Step | Capacity | Dimensions (LxWxH) | Standard Extensions | Working Air Pressure | Net Weight |
|---|---|---|---|---|---|
| 1 | 132,000 lbs. | 39 in. x 14 in. x 56 in. | A02354 | 116 - 145 PSI | 150 lbs. |
| 2 | 66,000 lbs. | | A02406 | Min - Max Height | |
| 3 | 40,000 lbs. | | A02410 | 7 in. - 16.5 in. | |



## Three-Step Air-Hydraulic Jack
### WS-16124

| Step | Capacity | Dimensions (LxWxH) | Standard Extensions | Working Air Pressure | Net Weight |
|---|---|---|---|---|---|
| 1 | 132,000 lbs. | 26 in. x 12 in. x 54.5 in. | A02354 | 116 - 145 PSI | 110 lbs. |
| 2 | 66,000 lbs. | | A02406 | Min - Max Height | |
| 3 | 40,000 lbs. | | A02410 | 4.75 in. - 10 in. | |



## Two-Step Air-Hydraulic Jack
### WS-16300

| Step | Capacity | Dimensions (LxWxH) | Standard Extensions | Working Air Pressure | Net Weight |
|---|---|---|---|---|---|
| 1 | 88,000 lbs. | 20.5 in. x 11.75 in. x 55 in. | A02354 | 116 - 145 PSI | 101 lbs. |
| 2 | 44,000 lbs. | | A02406 | Min - Max Height | |
| | | | A02410 | 8.5 in. - 18.25 in. | |



## Two-Step Air-Hydraulic Jack
### WS-16215

| Step | Capacity | Dimensions (LxWxH) | Standard Extensions | Working Air Pressure | Net Weight |
|---|---|---|---|---|---|
| 1 | 88,000 lbs. | 20.5 in. x 11.75 in. x 55 in. | A02354 | 116 - 145 PSI | 90 lbs. |
| 2 | 44,000 lbs. | | A02406 | Min - Max Height | |
| | | | A02410 | 6.5 in. - 13.5 in. | |

## MILITARY FLOOR JACK

### WS-1945

Our hydraulic jack is built to engage the shackle mounts of heavy-duty military and construction vehicles, allowing you to raise the front and/or rear.

- Air over hydraulic.
- Mechanical safety lock using threaded rams and collars.




| Capacity | Dimensions (LxWxH) | Min - Max Height | Net Weight |
|---|---|---|---|
| 45,000 lbs. | 35 in. x 51 in. x 37 in. | 22 in. - 34 in. | 630 lbs. |

## WHEEL DOLLIES

### AH-20330 & AH-20440

Our wheel dollies eliminate the need for mechanics to physically lift heavy wheels, reducing the risk of back injuries.

- Lift arms with rollers allow rotation of wheels for easy bolt pattern alignment.
- For grounded vehicles or at lifted height.
- Model AH-20330 is manual and the AH-20440 is air over hydraulic.

| Lift Height | | Fork Adjustment | | Overall Dimensions | | | Shipping Weight | AH-2 |
|---|---|---|---|---|---|---|---|---|
| Low | High | Min | Max | L | W | H | | |
| 0 in. | 36 in. | 16 in. | 26 in. | 47 in. | 46 in. | 56 in. | 450 lbs. | Mar |



AH-20330



AH-20440

# ON-VEHICLE DISC BRAKE LATHE

## WS-BL44 & WS-BL44-T (TALL VERSION)





| | |
|---|---|
| Max Rotor Diameter | 19.5 in. |
| Min Rotor Diameter | 4.75 in. |
| Max Rotor Thickness | 2.5 in. |
| Spindle Speed | 35-90 RPM |
| Motor Power | 2 HP |
| Power | 220V, 60 Hz, 1-PH |




## Optional Accessories:



AA0251
10 x 335 mm



AA0056
6 x 170 mm



AA0061
8 x 275 mm



AA0265
6 x 205 mm



AA0275
6 x 245 mm



AA0077
5 x 203 mm



AA0078
5 x 130 mm



bLF 0160I2

# BRAKE DISCS, DRUMS, & FLYWHEEL LATHES

## WS-BL2000







| | |
|---|---|
| Spindle Rotation Speed | 10 - 120 RPM |
| Min - Max Drum Turning Dia. | 9.4 - 33.5 in. |
| Min - Max Disc Turning Dia. | 0 - 20 in. |
| Spindle Axle Speed | 20-120 RPM |
| Spindle Motor Power | 2.5 HP |
| Total Power | 3 HP |
| Overall Dimensions (LxWxH) | 56 in. x 72 in. x 58 in. |
| Weight | 1,697 lbs. |
| Power | 220V, 60 Hz, 3-PH |

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## BRAKE MAINTENANCE TOOLS

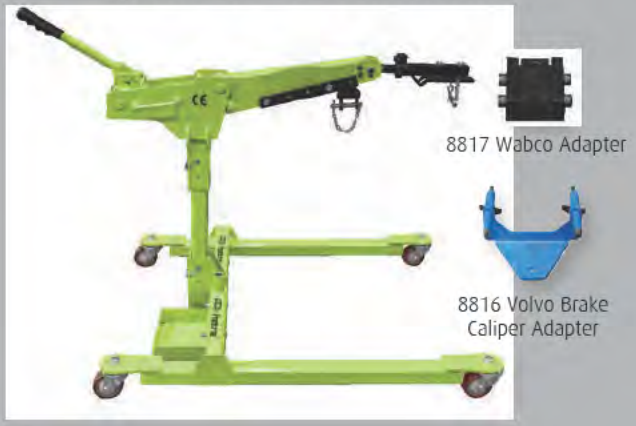
The ARI-HETRA caliper and hub remover allows one mechanic to quickly and safely service heavy vehicle brake assemblies, reduce manual lifting, and save money.



### BRAKE CALIPER JACK: WS-18-BC

- When used with hub remover, it helps remove and replace hubs and calipers.
- Locks caliper in place while pulling.
- Quickly dismantled for easy storage.
- Comes with 8806 and 8807 adapters and an 8811 extension bar.

### Optional WS-18-BC Accessories:



8817 Wabco Adapter

8816 Volvo Brake Caliper Adapter




### BRAKE HUB REMOVAL JACK: WS-18-HR

- 1,100 lbs. of lifting power.
- 6 in. heavy-duty wheels make movement around the workshop safe and easy.
- Safe removal and replacement of wheel hubs.

### WS-18-HR Accessories:

* *included with product*



9319 Drum Adapter
(9509 Ratchet Strap Not Shown)



*9316 Over Road 10 Stud Adapter



9315 Briggs 10 Stud Adapter



*9307 10 Stud Adapter



9317 IVECO 6 Stud Adapter

### Tall Versions Available!



WS-18-BC-T



WS-18-HR-T



# HEAVY-DUTY KING PIN PRESS

## KPP-143

The KPP-143 presses out steering knuckle king pins and spring pin bushings on trucks and buses. Its front wheel dollies, adjustable press frame, and pneumatic lift and return stroke makes it easy to maneuver and set up around all potential obstacles.







| | |
|---|---|
| Compression Force | 143,000 lbs. |
| Clearance Between Puller Bolts | 12 in. |
| Max Clearance Height | 19 in. |
| Stroke | 4.75 in. |
| Pressure | 6,091 PSI |
| Air Supply | 188 PSI |
| Weight | 285 lbs. |

## ELECTRO-HYDRAULIC PRESS
### HDEP SERIES

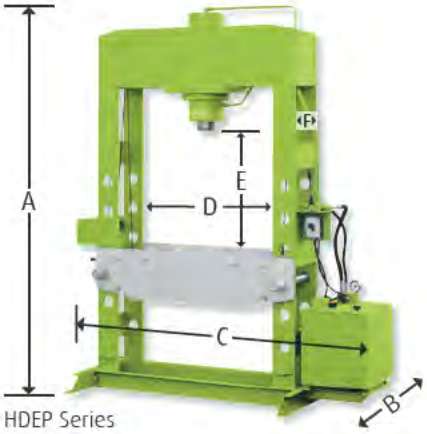
Our high-quality, versatile, and powerful electro-hydraulic presses are built specifically for the extreme needs of the heavy-duty industry.

- Solid steel construction.
- Chrome-plated steel ram.
- Automatic return hydraulic ram.
- Safety cylinder lock.
- Pressure gauge.
- 3-position handle (up/neutral/down).
- Winch for adjustable worktable.
- Less than 70 decibel operating noise.
- 3-Phase Motor 220/440V 60Hz.

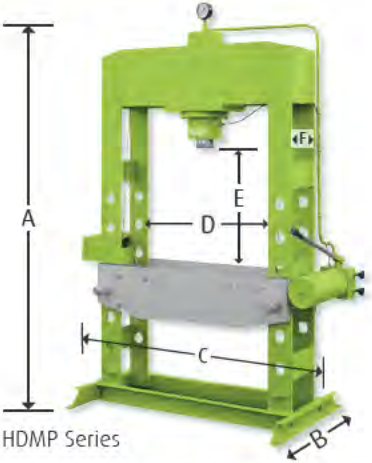
## TWO-SPEED MANUAL PRESS
### HDMP SERIES

Our HDMP series offers the best value in high-quality, versatile heavy-duty presses.

- Powerful two-speed hand pump.
- Solid steel construction.
- Pressure gauge.
- Chrome-plated steel ram.
- Winch for adjustable worktable.



HDEP Series



HDMP Series

| Model Number | Capacity | A" | B" | C" | D" | E" | F" | Ram Stroke | Fluid Capacity | Ram Speed |
|---|---|---|---|---|---|---|---|---|---|---|
| HDEP-33 | 33 Tons | 79 | 24 | 63 | 28 | 39 | 7 | 10 in. | 2.5 qt. | 12 IPM |
| HDEP-44 | 44 Tons | 82 | 34 | 62 | 31 | 45 | 8 | 10 in. | 2.5 qt. | 12 IPM |
| HDEP-55 | 55 Tons | 82 | 34 | 62 | 31 | 45 | 8 | 10 in. | 2.5 qt. | 8 IPM |
| HDEP-77 | 77 Tons | 87 | 35 | 69 | 35 | 44 | 10 | 12 in. | 4.75 qt. | 10 IPM |
| HDEP-110 | 110 Tons | 89 | 35 | 76 | 40 | 42 | 11 | 12 in. | 4.75 qt. | 7 IPM |
| HDMP-33 | 33 Ton | 79 | 24 | 51 | 28 | 39 | 7 | 7.5 in. | N/A | N/A |
| HDMP-44 | 44 Ton | 83 | 34 | 56 | 31 | 45 | 8 | 7.5 in. | N/A | N/A |
| HDMP-55 | 55 Ton | 83 | 34 | 56 | 31 | 45 | 8 | 7.5 in. | N/A | N/A |
| HDMP-77 | 77 Ton | 88 | 35 | 62 | 34 | 45 | 10 | 8 in. | N/A | N/A |
| HDMP-110 | 110 Ton | 90 | 35 | 68 | 40 | 42 | 11 | 8.5 in. | N/A | N/A |

* IPM = Inches Per Minute







# ARI-HETRA ON CONTRACT

ARI-HETRA has partnered with many entities to establish pre-competed contract pricing on our full line of equipment. These contracts help simplify and expedite the procurement process for all Federal, State, and Local Government Purchasing Agencies.

GSA Schedule — U.S. General Services Administration
Contract #: **GS-07F-291AA**

All federal agencies and activities in the Executive, Legislative, and Judicial branches, the Government of the District of Columbia, mixed ownership government corporations, government contractors, as well as other activities and organizations duly authorized by statute or regulations are eligible.

FEDMALL — Purchase directly through FedMall
www.dla.mil/Info/FedMall/

Purchase directly from FedMall (formerly DoD Emall). An e-commerce ordering system for Department of Defense (DoD), Federal, State, and authorized local Agencies to search for and acquire products from government reserves and commercial sources. Buyers will have access to tens of millions of individual items of supply, from centrally managed DoD and General Service Administration (GSA) assets to commercial off-the-shelf (COTS) products.

HGACBuy — Houston-Galveston Area Council
Contract #: **4 FL03-19**

Contract is available nationwide to all states, state agencies and local governments, including non-profit providing governmental services. Eligible for use upon execution of simple Interlocal Contract.

CMAS — California Multiple Award Schedule
Contract #: **4-13-56-0053A**

All California state and local government agencies, school districts, utilities, and other entities authorized to expend public funds are eligible to participate in the CMAS program.

GSA Advantage! — Purchase directly through GSA Advantage!®
www.gsaadvantage.gov

Purchase ARI-HETRA equipment directly. GSA Advantage is an online shopping and ordering system for Federal government employees providing access to thousands of contractors and millions of products and services. State and local government entities can also utilize GSA Advantage!®

NCPA — National Cooperative Purchasing Alliance
Contract #: **05-21**

Leading national government purchasing cooperative in all 50 states. Over 90,000 agencies nationwide from both the public and nonprofit sectors are eligible to utilize NCPA's cooperative purchasing contracts.

BuyBoard — BuyBoard Purchasing Cooperative
Contract #: Lifts **551-17**, Exhaust **552-17**, Wheel **553-18**

Public schools, cities, counties, universities, and nonprofit organizations in Texas and beyond are eligible to use this cooperative. Nearly 70 contracts available with vendors awarded through a competitively priced process.

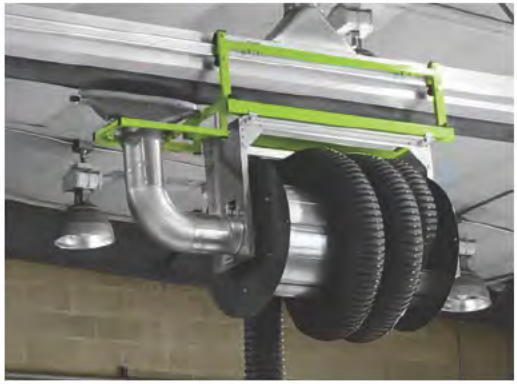
FLORIDA COOPERATIVE — Florida Sheriffs Association Cooperative
Contract #: **FSA19-VEH17.0**

This contract is available for use by Florida State agencies, local governments, educational institutions, municipalities, and other entities for purchase of specific ARI-HETRA Mobile Column Lift models under the "Vehicle Lift" category. Out of state sales are permitted under this contract, however, all agencies are bound by their local governing purchasing ordinances, rules, and regulations.

## Call 800-562-3250

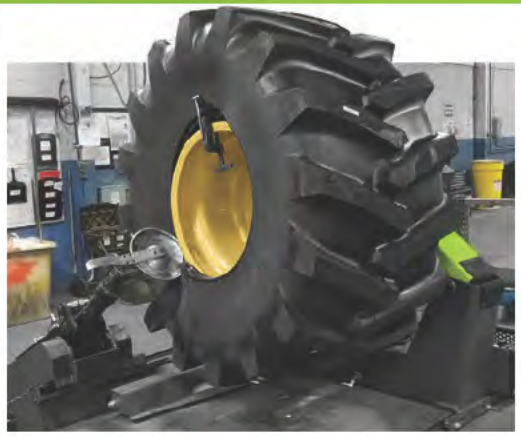
for more information on your specific contract













# 800-562-3250 | www.ari-hetra.com

OUTSIDE USA: 513-229-3750 | FAX: 703-359-6405 | 4119 Binion Way, Lebanon, Ohio 45036

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#GoWithGreen

# ARI-hetra™ Statement of Warranty

| Model/Product Line | Labor Warranty* | Structure Parts Warranty* | Electrical Parts Warranty* |
|---|---|---|---|
| Mobile & HDXL Scissor Lifting Systems | 1 Year | 5 Years | 2 Years |
| Exhaust Extraction Systems | 1 Year | 1 Year | 1 Year |
| Wheel Service Products | 1 Year | 1 Year | 1 Year |
| Accessories | 1 Year | 1 Year | 1 Year |

***ARI Mobile Column Lifts and HDXL Scissor Lifting Systems***

*All ARI-Hetra™ lifting systems are warranted for a period of five (5) years from date of new system purchase for all Structural and Mechanical parts. (Structural and Mechanical parts include the frame body, gearbox and mechanical ball-screw components.) Electronics and non-Structural parts are warranted for a period of two (2) years on new systems. Warranted parts or components will be replaced or repaired at the discretion of ARI-Hetra and parts replaced under the warranty period carry the remaining balance of the original manufacturer's warranty. Structural and Electrical Parts warranties include first (1) year labor and travel. Replacement parts or repairs performed outside the warranty period carry a 60 day replacement period warranty.*

***ARI Heavy Duty Accessories***

*All ARI-Hetra™ branded accessories and components are warranted for a period of one (1) year from date of purchase. This includes, but is no limited to, Refurbished Lifts, Stands, Lift Accessories, and Remote Control. Warranty includes labor and travel or return and replacement exchange.*

***ARI Wheel Service Products***

*All ARI-Hetra™ branded Heavy Duty Wheel Service products including but not limited to Tire Changers, Balancers, Inflation Cages, Hydraulic Jacks, Brake Lathes, and Brake Handing products are warranted for a period of one (1) year from date of purchase. Warranty includes labor and travel or return and replacement exchange.*

***ARI Exhaust Extraction Products***

*All mechanical and structural components of the ARI-Hetra™ Exhaust Extraction Systems are warranted for a period of one (1) year from date of purchase during which time warranted parts will be replaced or repaired at the discretion of ARI-Hetra™ without charge.*

*All ARI-Hetra products should be installed and serviced by ARI Phoenix Inc. trained and authorized service personnel. This warranty shall not apply unless the product is installed, operated, used and maintained in accordance with ARI-HETRA specifications, as set forth in the ARI-HETRA's "Operation & Service Instructions" (Manual). The warranty does not cover normal maintenance or adjustments, damage or malfunction due to improper handling, improper installation, abuse, misuse, overloading, negligence, unsuitable power sources, carelessness or normal wear and tear. Unauthorized repairs attempted or carried out by non ARI-Hetra™ authorized service personnel will void the warranty and its coverage periods. All warranties are expressly conditioned upon use by Buyer of only such replacement parts as are manufactured or provided by ARI-Hetra. After expiration of labor and travel warranties while parts warranties are still in effect, parts which are thought to be defective may be returned to ARI-Phoenix Inc via an RMA (returned material authorization) with freight charges to be reimbursed in the event that ARI Phoenix Inc. determines the part(s) were defective.*

***THE FOREGOING LIMITED WARRANTIES ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.***

***THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT UNDER THE LIMITED WARRANTY ABOVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHEWISE), SHALL ARI-HETRA'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO ARI-HETRA OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY ARI-HETRA GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL ARI-HETRA'S LIAIBLITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE LIQUIDATED, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL.***

ARI-hetra™

# Preventive Maintenance & Safety Inspection

(Recommended Maintenance Interval: Every 12 Months)

| | | | |
|---|---|---|---|
| Date: | | Work Order # | |
| Customer: | | Customer PO # | |

Serial Numbers: Model: (BPW, LP, CB, HDML, HBP, etc.): _____

| | | |
|---|---|---|
| Post 1: | Post 2: | Post 3: |
| Post 4: | Post 5: | Post 6: |

Please check where an issue exists, enter a number and create a corresponding footnote below to explain.

| Post | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| **GENERAL** | | | | | | |
| ALI Sticker | | | | | | |
| ARI-HETRA Logo | | | | | | |
| Rated Load Capacity Label | | | | | | |
| | | | | | | |

| Post | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| **STRUCTURAL** | | | | | | |
| I/H-Beam (Mushrooming/Chafing) | | | | | | |
| Wheels | | | | | | |
| Carriage | | | | | | |
| Paint | | | | | | |

**LIFT CONTROLS**

| | | | | | | |
|---|---|---|---|---|---|---|
| Raise/Lower | | | | | | |
| Single Mode | | | | | | |
| Multi/Group Mode | | | | | | |
| E-Stop | | | | | | |
| | | | | | | |

**CARRIAGE**

| | | | | | | |
|---|---|---|---|---|---|---|
| Rollers (visually check for damage) | | | | | | |
| Front (no gap) \| Side (0.5-1.5mm gap) | | | | | | |
| Thrust Washers - <1mm wide => replace (2mm is is new) \| Old style should be glued in place | | | | | | |
| Axle (rust, damage, set screws in place) | | | | | | |

**SAFETY DEVICES**

| | | | | | | |
|---|---|---|---|---|---|---|
| Lockable main switch / Lock-out (function) | | | | | | |
| Lower Limit Bracket (function & 2mm space) | | | | | | |
| L-Bracket (E1, 10-15mm from sensor) | | | | | | |
| Screw Cover | | | | | | |

**MOTOR**

| | | | | | | |
|---|---|---|---|---|---|---|
| Visual Damage | | | | | | |
| Brake Release (installed handle) | | | | | | |
| Proximity Sensor (2mm gap from ball screw nut) | | | | | | |
| Driveshaft, Snap RIng, Top & Side plugs, Seals | | | | | | |

**ELECTRICAL COMPONENTS (LP, HDML)**

| | | | | | | |
|---|---|---|---|---|---|---|
| Power Box Lock-out (function) | | | | | | |
| Cables (Lock-Outage, fastening, strain relief) | | | | | | |
| Dummy Plug (ohm leads 1-2, 118-120) | | | | | | |
| Remote (if applicable) | | | | | | |
| Verify PCB Configured for Proper Load Capacity | | | | | | |

**MECHANICAL**

| | | | | | | |
|---|---|---|---|---|---|---|
| Ball-Screw and Bottom Bearing | | | | | | |
| Conical Socket between Spindle nut & Carriage | | | | | | |
| Seals | | | | | | |
| Hydraulic Jack (function) Check for leaks | | | | | | |
| Wedge-Lock & Solenoid (function) | | | | | | |

**ELECTRICAL COMPONENTS (BPW)**

| | | | | | | |
|---|---|---|---|---|---|---|
| Antenna Cable | | | | | | |
| Antenna & BNC Adapter (damage, fastening) | | | | | | |
| Battery Charging LED (110 plug) | | | | | | |
| Battery charger (55-55 volts DC) | | | | | | |
| | | | | | | |

**BATTERIES (BPW, CB, HBP) (10-12 volt)**

| | | | | | | |
|---|---|---|---|---|---|---|
| Post 1: | | | | | | |
| Post 2: | | | | | | |
| Post 3: | | | | | | |
| Post 4: | | | | | | |
| Post 5: | | | | | | |
| Post 6: | | | | | | |

| **Notes:** (Insert number written above followed by issue) |
|---|
| |
| |
| |
| |

| | |
|---|---|
| Customer Name: | ARI Tech Name: |
| Signature: | Signature: |

When needed repairs indicated above have been performed, ARI-HETRA certifies that all functional systems of these lifts are operational, with allowable tolerance for normal wear, pursuant to the specifications to which the lifts were originally manufactured and certified under international standard: ANSI/ALI ACLTV-2017 (or earlier). For user safety, lifts must always be used and maintained in accordance with the published protocols of ARI-HETRA and the Automotive Lift Institute.

**NOTES:**

1. ALL LABOR RATES ARE BASED ON STANDARD HOURS
2. OVERTIME RATES (AFTERHOURS, SATURDAY): 1.5 X STANDARD RATES
3. OVERTIME RATES (SUNDAY, HOLIDAYS): 1.5 X STANDARD RATES
4. PER DIEM RATES: $36 /DAY/PERSON (WHEN REQUIRED) EXCEPT AK & HI $36 /DAY/PERSON
5. MINIMUM CHARGE OF 0 HOURS FOR ALL OVERTIME WORK
6. RATES WILL BE ADJUSTED ANNUALLY AT RENEWAL DATE BASED ON THE FOLLOWING FORMULA:
   % field labor adjustment factor change from the previous year 1.02
   % material price index change from the previous year 1.02
   % office & operating expense changes from the previous year 1.02
7. FINAL APPROVAL UPON NCPA'S DISCRETION.

**MISCELLANEOUS MATERIAL**

- All items not equipment or labor shall be considered miscellaneous material which will have a maximum margin charged. Since scopes of work vary greatly it is difficult to set specific margins without complicating the process which is not in the best interest of all parties.

**PRICING COMPLIANCE REVIEW**

- The awarded vendor will be expected to participate in the NCPA compliance review program that includes pricing verification. The goal is to provide transparency & contract compliance for NCPA & the vendor as a 3rd party independent review.
- The process includes a review of the scope of work narrative by line item plus any adjustments such as regional discounts, per diem rate, overtime, etc.
- Prior to the selection of the vendors, a more comprehensive discussion will be provided to the vendors for their evaluation.

Pricelist is attached separately.

# Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

- **Executive Summary**
  - Describe the product and/or service in an outline format.
  - Describe the value to participating agencies.
  - Describe the value to NCPA.
  - Describe how your company would market this product and/or service through this contract.
  - Provide an anticipated size of the market for this product and/or service in the public arena.

- **Detail Description**
  - Where is the product manufactured?
  - Any certifications provided?
  - Where is the service performed?
  - Who performs the service and what is their expertise?
  - Is this a proprietary product and, if not, who is your competition?
  - Provide references.
  - Provide case studies.
  - Provide any pricing that is different than the pricing in Tab 7 in this solicitation.

Please see attached.

ARI Phoenix, Inc
4119 Binion Way
Lebanon, Oh 45036
www.ari-hetra.com
513.229.3750

## TAB 8: Value Added Products & Services

ARI-HETRA has additional services that are available which are not included in the scope of the solicitation. These will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities:

**A. Customized Exhaust Extraction Systems**
Parts only (on contract) may be provided, but parts including installation can also be customized into a packaged price. Potential annual market size of $1 million.

**B. Installation of Drive-On Scissor Lifts (all HDXL models)**
1. Set line-item price is:
Single Scissor Lift $3,819.90
Double Scissor Lift $6,002.70

**C. Customized Equipment Designed and Engineered**
Customer with specific requirements can ask for a special customized product. Market size unlimited.

**D. ARI-HETRA Factory Trained Service Technicians**
ARI-HETRA employees are factory-trained and provide on-site service nationwide. Many ARI-HETRA parts are carried on their van.
1. Travel Per Hour: $100
2. Labor Per Hour: $120
** costs for repair parts are extra

**E. Preventative Maintenance on Wheel Service Products**
1. PM Tire Changer = $529.65
2. PM Balancer = $529.65
3. PM BL (Brake Lathe) = $529.65
4. PM Accessory = $529.65

**F. Safety Certification & Preventative Maintenance / PM on Lifts**
We offer a recommended annual service for preventative maintenance on Lifts which includes a 41-point standardized safety certification and inspection:
1. PM2 (2-post Lift system) = $530
2. PM4 (4-post Lift system) = $850
3. PM6 (6-post Lift system) = $1,065
4. HDXL PM (Scissor Lift) = $853.86

Please see Tab 6 for references, and Tab 4 for marketing strategy. We do not have competition for these services, as we have ARI-HETRA certified technicians and offer ARI-HETRA certified parts.

# Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- Required Clauses for Federal Funds Certifications
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

# Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

| | |
|---|---|
| Potential Vendor | ARI Phoenix, Inc. |
| Print Name | Tekla Goodwin |
| Address | 4119 Binion Way |
| City, Sate, Zip | Lebanon, OH 45036 |
| Authorized signature | T. Goodwin |
| Date | 20-Jul-2021 |

# Contractor Requirements

## Contractor Certification
## Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

ARI Phoenix, Inc

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

**Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature H. Woodwin

Date 20-Jul-2021

# Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

| | |
|---|---|
| Company name | ARI Phoenix, Inc. |
| Address | 4119 Binion Way |
| City/State/Zip | Lebanon, OH 45036 |
| Telephone No. | 513-229-3750, ext. 103 office / 513-484-1066 mobile |
| Fax No. | 703-359-6405 |
| Email address | teklagoodwin@ari-hetra.com |
| Printed name | Tekla Goodwin |
| Position with company | Contracts Specialist |
| Authorized signature |  |

# Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

# Required Clauses for Federal Assistance provided by FTA

## ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

**DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

**FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

Acknowledged & Agreed,
20-Jul-2021



# State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

MOHAWK LIFTS 

**SUBJECT: CITY OF COCOA, TR-33 A1K151**

August 24th, 2020

To Whom It May Concern –

The City of Cocoa's TR-33, Serial Number A1K151 uses a dual pilot check valve in the lift's console. The dual pilot check valve was retired in the early 2000s for a new style poppet valve. Upon consultation with Mohawk's Service Team, it has been determined Lift A1K151's dual pilot check valves require replacement. Unfortunately, Mohawk is no longer able to supply consoles with this type of valve  As these valves have been decommissioned/retired for over a decade, Mohawk recommends that the City of Cocoa retire Lift A1K151 and replace it with the newer model, using poppet style valving.

Kind Regards,

Zach Perlstein
zach@mohawklifts.com
518-810-4706

**Company ID Number:** 926361

## Approved by:

| **Employer**<br>ARI Phoenix Inc | |
|---|---|
| Name (Please Type or Print)<br>Margaret E Buel | Title |
| Signature<br>Electronically Signed | Date<br>11/23/2015 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>11/23/2015 |

# STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with ARI Phoenix, Inc., 4119 Binion Way, Lebanon, OH 45036, (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with National Cooperative Purchasing Alliance - Houston, TX said contract being identified as: Heavy-duty Transportation Maintenance Equipment Solutions and Related Services, Contract No. 05-57**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Heavy-duty Transportation Maintenance Equipment Solutions and Related Services, (See attached "Exhibit A" – Original Contract).

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

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

**Time Period ("Term") of the Agreement:**

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and ARI Phoenix Inc. The term of said agreement shall be for the period effective date of signature of City Mayor through 07/31/22.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2022 and shall not exceed the budgeted amount of $80,000.00, any change orders to this amount must be approved by City Council.

**a. Insurance Requirements (As Applicable):**

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

**a. Any other provisions that will be modified:**

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

**b. Address change for the City of Cocoa:**

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

**c.** Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

**d.** Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

**e.** All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

**f.** This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

**VENDOR:**

ARI Phoenix, Inc.
Attn: Tekla Goodwin
4119 Binion Way
Lebanon, OH 45036
Phone: (513)-229-3750
Email: teklagoodwin@ari-hetra.com

**ARI Phoenix, Inc.**

Entered this _____ day of _____

_____

(Print Name / Title)

_____

(Signature)

_____

(Date)

**City Council Approval Required**

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

**CITY OF COCOA**

By: _____N/A_____

Date: _____

**(Stockton Whitten, City Manager)**

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____

Date: _____

**(Michael C. Blake, Mayor)**

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

_____

Attested By: City Clerk

**ARI PHOENIX, INC.**
4119 Binion Way
Lebanon, OH 45036 USA
www.ari-hetra.com
info@ari-hetra.com
**Toll Free: 800-562-3250**
Phone: 513-229-3750
Fax: 703-359-6405

# NCPA QUOTE

Aug 20, 2021 09:27 AM
Valid For: 30 Days
Quote Number: ARI18237

Tony Jones
Fleet Manager
City of Cocoa
301 Shearer Blvd
Cocoa, FL 32922

Phone: 321-355-8926
Fax:
Email: TJones@cocoafl.org

Dear Tony Jones:

Thank you for the opportunity to quote you prices on our **ARI-HETRA** equipment. Our products are designed specifically for Heavy Duty applications using technologies that provide ruggedness, quality and long term benefits to your operation. The pricing shown below is pursuant to our **National Cooperative Purchasing Alliance (NCPA) Contract Number 05-57.**

| Qty | Product Details | Price | Total | Discount | Total |
|---|---|---|---|---|---|
| 1 | **BPW-10-6-AJ**<br>Wireless, Battery Mobile Column Lift System, 6 Columns, 13 in. Forks, min 10.9" rim, Adjustable 520mm to 900mm Width Carriage. 18000 lbs. per Column, 108000 lbs. Total System. | $ 73,466.20 | $ 73,466.20 | $ 11,166.86 | $ 62,299.34 |
| 1 | **FRLT-15-ADJ**<br>Light Truck Adaptor, pair, Adjustable Carriage. Fits AE, HBP MCLs with 2018 vintage ADJ Carriage. 15,000 lbs capacity per pair. Cart and Extra Extension Risers sold separately. | $ 4,563.97 | $ 4,563.97 | $ 693.72 | $ 3,870.25 |
| 1 | **FREIGHT**<br>This freight quote is valid for 30 days only. | $ 1,925.00 | $ 1,925.00 | $ 0.00 | $ 1,925.00 |
| | | | Sub Total | $ 68,094.59 | |
| | | | **Grand Total** | | **$ 68,094.59** |

Terms: 1% 10; Net 30
Taxes: State and local sale tax is collected, where applicable. Tax exempt certificates should be sent to forms@ari-hetra.com
Shipping & Handling: **FOB Destination - Freight Collect**
Lease/Purchase Available

Issuance of Purchase Orders & Payments To: **ARI-PHOENIX**

City of Cocoa

Dale Camposano
ARI-PHOENIX

To view our entire product catalog please visit www.ari-hetra.com/catalog

Please send your purchase order referencing this quote number to:Orders@ari-hetra.com
Be sure that your PO includes our correct name and address shown at the top of this quote
Our Tax ID is 47-4503033 and we will provide a W-9 upon request. A credit card convenience fee will be charged on equipment orders over $2000, if you wish to pay by that method.

COCOA FLORIDA

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that ARI Phoenix, INC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of ARI Phoenix, INC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Tekla Goodwin

Print Name: Tekla Goodwin

Date: 10-7-21

STATE OF ~~FLORIDA~~ OHIO

COUNTY OF WARREN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10.7.2021 (date) by TEKLA GOODWIN MEGAN HALLER (name of officer or agent, title of officer or agent) of ARI Phoenix, INC (name of corporation acknowledging), a Ohio (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Drivers License (type of identification) as identification.

Megan Haller

[Notary Seal] Notary Public

MEGAN HALLER

Name typed, printed or stamped

My Commission Expires: Feb 21, 2026

NOTARY PUBLIC STATE OF OHIO

MEGAN HALLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
FEBRUARY 21, 2026

Scanned with CamScanner

**RESOLUTION NO. 2021-099**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT HEAVY LIFT REPLACEMENT FL22CL IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF $6,809.05 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on October 26, 2021, the City Council approved entering into a piggyback agreement utilizing National Cooperative Purchasing Alliance Contract Number 05-57 to contract with ARI Phoenix, Inc., subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

**SECTION 1.**

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the project Heavy Lift Replacement FL22CL provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed $74,904.05 budgeted by the City Council for the Project inclusive of the $6,809.05 contingency amount set

aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of October, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

# RESOLUTION NO. 2021-100

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 26th day of October, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2022 - 22-013-PT

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: PW - 3540 | DATE PREPARED: 10/19/21

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 6,905) | 001-3540-519.64-00 | FL22BC | MACHINERY AND EQUIPMENT | $ 35,000 | $ 35,000 | $ 28,095 | $ 35,000 |
| $ 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 |
| ($ 6,905) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 6,905 | 001-3540-519.64-00 | FL22CL | MACHINERY AND EQUIPMENT | $ 68,000 | $ 68,000 | $ 74,905 | $ 68,000 |
| $ 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 |
| $ 6,905 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

THIS IS A PROJECT AMOUNT AJUSTMENT THE QUOTE FOR THE LIFT IS $95.00 MORE THAN THE PROJECT AMOUNT AND CONTINGENCY. THE FUNDS WILL BE TAKEN FROM PROJECT NUMBER FL22BC. Agenda 21-690

Council/Board APPROVAL REQUIRED? *YES* ( ) *NO* (•) *DATE APPROVED:* 10/26/21 *RESOLUTION #:*

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | | | | |
|---|---|---|---|---|---|
| 10/18/21 | Tony Jones Digitally signed by Tony Jones Date: 2021.10.18 12:38:54 -04'00' | 10/19/21 | Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.10.19 13:58:50 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 10/19/21 | Bryant Smith Digitally signed by Bryant Smith Date: 2021.10.19 10:12:28 -04'00' | 10/19/21 | Lora Howell Digitally signed by Lora Howell Date: 2021.10.19 14:46:27 -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 #: _____

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-698

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-698 | **Type:** | Contract | **Status:** | Consent Agenda |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/13/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** To Approve the Fifth Amendment to Agreement Providing Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc.; To Approve a Resolution Amending the Connection Charges within the Viera Property DRI and Provide Adequate Funding for Future Capital Improvements.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Water Agreement - Fifth Amendment (FINAL 10.4.21).pdf, RESOLUTION 2021-____ SMWSA Connection Charge.docx, 2021 Viera Improvements Cost Exhibit A 9.22.2021.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | jwalsh@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT (hereinafter referred to as this "**Amendment**") is made and entered into as of this ____ day of _____, 2021 (hereinafter referred to as the "**Effective Date**"), by and between THE CITY OF COCOA, a Florida municipal corporation (hereinafter referred to as the "**City**") and THE VIERA COMPANY**,** f/k/a Duda Lands, Inc., a Florida corporation (hereinafter referred to as "**TVC**" or "**Viera**").

W I T N E S S E T H:

WHEREAS**,** on August 23, 1988 the City adopted Resolution 88-25 authorizing the City to enter into an agreement with Duda Lands, Inc., to supply potable water to an area described therein as the "South Mainland Water Service Area", which area included lands owned by Duda Lands, Inc. referenced therein as the "Duda Property";

WHEREAS**,** Resolution 88-25 also established the "South Mainland Connection Charge" applicable to users desiring to connect to the City's water distribution system located within the South Mainland Water Service Area, which connection charge imposed different rates for users located within the Duda Property and for all others (hereinafter referred to as the "**Connection Charges**" and singularly as the "**Connection Charge**");

WHEREAS**,** to implement Resolution 88-25, the City and Duda Lands, Inc. thereafter entered into that certain "Agreement Covering Water Service to Duda Lands, Inc. Property" dated August 26, 1988 (the "**Initial Agreement**");

WHEREAS, the Initial Agreement was subsequently modified by that certain "Amendment #1 to Agreement to Provide Water Service to Duda Lands, Inc. Property" dated June 13, 1989 (hereinafter referred to as the "**First Amendment**"), by that certain "Second Amendment to Agreement" dated May 27, 1994 (hereinafter referred to as the "**Second Amendment**"), by that certain "Third Amendment to Agreement" dated as of February 1, 2008 (hereinafter referred to as the "**Third Amendment**") and that certain "Fourth Amendment to Agreement" dated as of December 30, 2016 (hereinafter referred to as the "**Fourth Amendmen**t"); and the Initial Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, is hereinafter referred to as the "**Agreement**";

WHEREAS**,** TVC is the community developer of that certain multi-use development of regional impact located in Brevard County, Florida, known as the Viera Development of Regional Impact (hereafter referred to as the "**Viera DRI**"); as more particularly described in that certain Amended and Restated Development Order approved under Resolution 19-134 adopted by the Brevard County Board of County Commissioners on August 20, 2019 as evidenced by that certain Notice of Modification of a Development Order recorded on September 23, 2019, in Official Records Book 8545, Page 418, of the Public Records of Brevard County, Florida (hereinafter referred to as the "**Current Development Order**");

WHEREAS, the Viera DRI now contains ±20,646 acres which comprises the "Entire Viera

Property" (as defined in the Third Amendment) except that portion of the Entire Viera Property located east of I-95 and south of Wickham Road which is excluded from and not a part of the Viera DRI;

WHEREAS, all lands now owned by TVC or by its corporate parent, A. Duda & Sons, Inc., have been incorporated into the Viera DRI and no further geographic expansion of the Viera DRI is contemplated by TVC;

WHEREAS**,** Cocoa and TVC, in anticipation of Brevard County approving the Current Development Order, entered into the Third Amendment to amend the Initial Agreement to modify the South Mainland Water Service Area (hereinafter referred to as the "**SMWSA**") to include the Entire Viera Property, increase the number of "ERCs" approved for the Entire Viera Property, and memorialize the allocation of such additional "Approved ERCs" (as such terms are defined therein) to the Entire Viera Property, thereby facilitating potable water service to the Viera DRI based on the development program proposed under the Current Development Order;

WHEREAS, Cocoa and TVC entered into the Fourth Amendment to, among other things, provide for the incremental allocation of the Approved ERCs to the Viera DRI as actual development progresses and the adjustment of "Viera's Pro Rata Share" and "Viera's Contribution Amount" (as such terms are defined in the Third Amendment") as such allocations occur; and

WHEREAS, Cocoa and TVC desire to further amend the Agreement to, among other things, acknowledge the current status of the "SMWSA Capital Improvements" described in the Agreement as necessary to provide adequate potable water service to the SMWSA, adjust the amount of the Connection Charge for users within the Entire Viera Property in accordance with the Agreement, provide for the adequate funding of the "Water Storage Improvements" (as defined below) as the final SMWSA Capital Improvement contemplated under the Agreement, and establish the process by which "Viera's Contribution Amount" (as defined in the Third Amendment) previously paid by Viera for specific SMWSA Capital Improvements shall be refunded to Viera as contemplated by the Agreement.

**NOW, THEREFORE,** in consideration of the mutual premises contained herein, Cocoa and TVC agree as follows:

1. Recitals; Defined Terms. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as fully as if set forth herein verbatim. Defined (capitalized) terms set forth herein shall have the same meanings herein as are given to such terms in the Agreement, unless otherwise expressly provided herein.

2. Projected Water Needs for Viera DRI. All lands within the Entire Viera Property owned by Viera or Duda are now included within the Viera DRI and are subject to the Current Development Order and Viera represents and warrants to the City that (i) no additional land shall hereafter be added to the Viera DRI and (ii) no modification of the Viera DRI shall hereafter occur which shall cause the Viera DRI to require more than Viera's Maximum ERC Allocation (as described in the Fourth Amendment), consisting of 34,550 ERCs. The City represents and warrants to TVC that it has completed the construction and installation of the SMWSA Capital Improvements required under the Agreement, except and excluding the additional ground storage

tank and an upgrade of pumping station capacity collectively described in the Third Amendment as the "**Water Storage Improvements**". The Water Storage Improvements are not currently needed and shall be deferred until the City has determined, in the City's discretion, that additional water demand exists in the Viera DRI which warrants the construction of the Water Storage Improvements; provided, however, that the estimated total Construction Costs of the Water Storage Improvements are periodically updated and the Connection Charges for Users within the Entire Viera Property are collected and maintained in the Viera Improvement Fund in an amount sufficient to fund Viera's Pro Rata Share of such updated estimated Construction Costs.

a) Revised Schedule 7.3; Updated Construction Costs for the Water Storage Improvements. Schedule 7.3 attached to the Fourth Amendment (which further revised Schedule 7.3 initially attached to the Second Amendment and revised under the Third Amendment) is deleted from the Fourth Amendment in its entirety and the revised and updated schedule of capital improvements for the SMWSA attached hereto as Exhibit "A" and made a part hereof is substituted in lieu thereof. Exhibit "A" attached to this Amendment contains the current total Construction Costs for the Water Storage Improvements estimated as of the Effective Date of this Amendment.

b) Biennial Review of Construction Costs for the Water Storage Improvements and/or Alternate Improvements. At such time as the City elects to initiate construction of the Water Storage Improvements, Viera's Pro Rata Share for such improvements shall be calculated in accordance with the Agreement. To assure that Connection Charges comprising the Viera Improvement Fund are sufficient to fund Viera's Pro Rata Share at such time as the City commences construction of the Water Storage Improvements, the City shall review the Construction Costs for such improvements in 2023 and thereafter on a biennial (every two years) basis (hereinafter referred to as the "**Biennial Costs Review**"). At the conclusion of each Biennial Costs Review, Exhibit "A" attached to this Amendment shall be modified to revise the total Construction Costs for the Water Storage Improvements to reflect the updated estimated total Construction Costs for such improvements; and such modification shall be memorialized by a notice in writing from the City to TVC. If and to the extent the City proposes another capital improvement as an alternative to the Water Storage Improvements to which TVC consents in accordance with paragraph 7 of the Third Amendment, the Biennial Costs Review shall be modified to include such alternate capital improvements. The estimated total Construction Costs for the Water Storage Improvements as updated pursuant to subparagraph 2(a) above and thereafter adjusted by each subsequent Biennial Costs Review (modified to include alternate capital improvements, if applicable) is hereinafter referred to as the "**Updated Improvements Cost Estimate**".

c) TVC's Continuing Obligation to Provide Viera's Contribution Amount. It is the intent of the Biennial Costs Review and the Updated Improvements Cost Estimate to assure that the Connection Charges collected from Users within the Entire Viera Property and maintained in the Viera Improvements Fund are sufficient to fully fund Viera's Pro Rata Share of the Construction Costs of the Water Storage Improvements and/or alternate improvements, if applicable, when constructed. Notwithstanding any contrary provision of this Amendment, however, if at the time the City elects to construct the Water Storage Improvements and/or alternate improvements, if applicable, the then existing balance of the Viera Improvements Fund is less than Viera's Pro Rata Share of the actual Construction Costs for any of such improvements, TVC shall

be obligated to fund such deficiency by paying Viera's Contribution Amount for the applicable improvements calculated in the same manner as set forth for the Water Storage Improvements in subparagraph 10.3.3 of the Third Amendment.

3. Adjustment of the Connection Charge for Users within the Entire Viera Property. As provided in the Agreement, the City shall adjust the Connection Charges applicable within the SMWSA for inflation and to take into consideration either the difference between the current estimated Construction Costs and the actual Construction Costs of the SMWSA Capital Improvements or revised estimates of anticipated Construction Costs based on current labor/material costs. The Agreement further provides that the Connection Charges may be subsequently adjusted at other times as provided in the Agreement. Therefore, the City, in consultation with TVC, has evaluated the Connection Charge for users within the Entire Viera Property in light of the future Construction Costs for the deferred Water Storage Improvements and the obligation to refund "TVC's Refundable Contributions" (as defined below) and determined that the Connection Charge applicable to Users within the Entire Viera Property shall be increased as hereafter provided. Upon the City's adoption (by action of the City Council) of a resolution approving this Amendment and the Connection Charge adjustment described herein, the minimum Connection Charge applicable to Users within the Entire Viera Property shall be as follows:

South Mainland Water Service Area Connection Charge Amount:

Minimum Connection Charge for users within the Entire Viera Property ---------- $1,125.00

The adjusted Connection Charge described above represents the minimum Connection Charge that the City shall collect hereunder from Users within the Entire Viera Property. If at any time hereafter either the City or TVC desires to establish a higher Connection Charge than the minimum Connection Charge set forth above for the Entire Viera Property, the City and TVC agree to cooperate to determine a mutually agreeable adjusted Connection Charge for the Entire Viera Property. The minimum Connection Charge for users within that portion of the SMWSA other than the Entire Viera Property is currently $887.98 and is unchanged and not affected by this Amendment; however, the City reserves the right to adjust such Connection Charge at any time in the sole discretion of the City.

4. Refund of Viera's Contribution Amount Previously Paid by TVC for SMWSA Capital Improvements. Paragraph 6 of the Third Amendment describes the remaining SMWSA Capital Improvements necessary to provide adequate potable water service within the SMWSA as being the "Water Transmission Improvements" and the "Barnes Blvd. Main Improvements", together with the Water Storage Improvements referred to above. Paragraph 11 of the Third Amendment provides that if Viera's Pro Rata Share of the Construction Costs for any of the foregoing SMWSA Capital Improvements exceeds the amount available in the Viera Improvements Fund at the time of constructing such improvement, and TVC funds the deficiency by paying Viera's Contribution Amount for such improvement calculated pursuant to subparagraph 10.3 of the Third Amendment, Viera's Contribution Amount shall be refunded to TVC from Connection Charges collected by the City within the Entire Viera Property. The City acknowledges that the Water Transmission Improvements and the Barnes Blvd. Main Improvements have been constructed and installed by the City and the parties further acknowledge and agree that the Viera Improvements Fund balance at the time of such construction was insufficient to fully fund Viera's Pro Rata Share of the related

Construction Costs; which deficiency was paid by TVC to the City as Viera's Contribution Amount for each improvement, which amounts were subsequently increased by an adjustment payment pursuant to paragraph 4 of the Fourth Amendment, as follows:

(A) Water Transmission Improvements: Viera's Contribution Amount = $13,782,924.33

(B) Barnes Blvd. Main Improvements: Viera's Contribution Amount = $ 431,853.00

(C) Cumulative Adjustment of Viera's Contribution Amount*: = $ 385,026.00

Total: $14,599,803.33

* Viera's Pro Rata Share for the Water Transmission Improvements and the Barnes Blvd. Main Improvements, together with Viera's Contribution Amount for each improvement, was subsequently adjusted pursuant to paragraph 4 of the Fourth Amendment resulting in a total increase of Viera's Contribution Amount for such improvements of $385,026.00.

The preceding total amount of $14,599,803.33 represents all sums heretofore paid by TVC to the City as Viera's Contribution Amount with respect to the indicated SMWSA Capital Improvements and is hereafter referred to as "**TVC's Prior Contribution Amount**". With the deferral of the Water Storage Improvements and no alternative or additional capital improvements currently contemplated or deemed necessary to provide adequate potable water service within the SMSWA, the Agreement is amended to delete in their entirety paragraph 9 of the Second Amendment and paragraph 11 of the Third Amendment and the following subparagraphs setting forth the methodology and process by which TVC's Refundable Contributions shall be refunded to TVC shall govern and control the refund of Viera's Contribution Amount paid with respect to eligible capital improvements notwithstanding any contrary provisions of the Agreement. All references to "refund" or the "refund process" in the Agreement shall mean and refer to this paragraph 4 and all subparagraphs hereof.

a) TVC Contributions Subject to Refund Process. In accordance with the refund process set forth in subparagraph 4(b) below, TVC shall be entitled to a refund of TVC's Prior Contribution Amount and the following future contributions made by TVC: (1) all payments hereafter made by TVC to the City in connection with any adjustment of Viera's Contribution Amount previously paid by TVC, whether pursuant to subparagraph 4(c) of the Fourth Amendment or otherwise, (2) to the extent that Viera's Pro Rata Share exceeds the then available balance of the Viera Improvements Fund at the time the City proceeds with constructing the Water Storage Improvements (or any alternate capital improvement to which TVC consents in accordance with paragraph 7 of the Third Amendment), Viera's Contribution Amount paid by TVC to the City to fund such deficiency and (3) any and all amounts paid by TVC in addition to Viera's Contribution Amount pursuant to subparagraph 10.2 of the Third Amendment in connection with Viera Requested Capital Improvements (hereinafter collectively referred to as "**TVC's Future Contribution Amounts**"). TVC's Prior Contribution Amount together with TVC's Future Contribution Amounts, if any, are herein collectively referred to as "**TVC's Refundable Contributions**".

b) Current Balance of Viera Improvements Fund; Refund Process and Schedule. The

City represents and warrants to TVC that as of July 31, 2021, the balance of Connection Charges collected within the Entire Viera Property comprising the Viera Improvements Fund and available to fund Viera's Pro Rata Share of the Construction Costs of the Water Storage Improvements is $4,291,346.20, including all applicable accrued interest. As indicated on attached Exhibit "A", the total Construction Costs for the Water Storage Improvements based on the Updated Improvements Cost Estimate is $4,918,080.00. Viera's Pro Rata Share of such Construction Costs is 71.54% as last adjusted in accordance with the Fourth Amendment, which equals $3,518,394.00 and is less than the current balance of the Viera Improvements Fund indicated above. Within thirty (30) days after the Effective Date of this Amendment, the City shall disburse to TVC from the Viera Improvements Fund the amount by which the current balance of the Viera Improvements Fund exceeds the estimated total Construction Costs for the Water Storage Improvements set forth on attached Exhibit "A", which disbursement shall represent a partial refund TVC's Refundable Contributions as of the Effective Date of this Amendment. Thereafter, the City shall semi-annually disburse the "Viera Fund Surplus" (as hereafter defined) to TVC on October 31st and April 30th of each calendar year after the Effective Date of this Amendment until such time as TVC's Refundable Contributions have been fully refunded to TVC. Each semi-annual disbursement of the Viera Fund Surplus to TVC shall be accompanied by the City's summary accounting of the total amount of Connection Charges collected by the City from Users within the Entire Viera Property within the preceding six-month period and the current remaining balance of the Viera Improvements Fund. For purposes of this Amendment, the term "**Viera Fund Surplus**" shall mean that portion of the then current balance of the Viera Improvements Fund which exceeds the amount necessary to pay Viera's Pro Rata Share (adjusted as applicable pursuant to paragraph 4 of the Fourth Amendment) of the latest available Updated Improvements Cost Estimate for the Water Storage Improvements and/or, if applicable, any alternate capital improvement to which TVC consents in accordance with paragraph 7 of the Third Amendment. Notwithstanding any provision of the Agreement to the contrary; (i) the Connection Charges applicable to Users within the Entire Viera Property shall continue to be collected by the City and included in the Viera Improvements Fund until such time as sufficient Connection Charges have been deposited to fund the actual construction of the Water Storage Improvements (or any alternate capital improvement to which TVC consents in accordance with paragraph 7 of the Third Amendment) and fully refund TVC's Refundable Contributions currently and hereafter payable pursuant to this Amendment, (ii) if a Viera Fund Surplus does not exist at the time of any scheduled semi-annual refund to TVC payable out of the Viera Improvements Fund, such refund disbursement shall be deferred until such time as a Viera Fund Surplus exists, and (iii) the cumulative sum of refunds disbursed to TVC from the Viera Improvements Fund under this subparagraph shall in no event exceed the total amount of TVC's Refundable Contributions. In the event that TVC hereafter pays any portion of the Construction Costs for a Viera Requested Capital Improvement which exceeds Viera's Contribution Amount for such improvement and represents an amount that should be funded by the City from the SMWSA Improvements Fund pursuant to subparagraph 10.2 of the Third Amendment, then in such event the amount of such portion shall be refundable to TVC from the Connection Charges thereafter collected from Users within that portion of the SMWSA outside of the Entire Viera Property until such portion has been fully refunded to TVC.

c) Subsequent Determination that the Water Storage Improvements are Unnecessary. In the event that the City hereafter determines that the Water Storage Improvements are unnecessary to provided adequate potable water service to the SMWSA, specifically including the

Entire Viera Property, the City shall thereafter disburse to TVC from the Viera Improvements Fund that sum representing Viera's Pro Rata Share of the Updated Improvements Cost Estimate of the Construction Costs for the Water Storage Improvements, less (if applicable) the estimated Construction Costs of any alternate capital improvement to which TVC consents in accordance with paragraph 7 of the Third Amendment). Such disbursement shall be made as part of the semi-annual refund of Connection Charges collected from Users within the Entire Viera Property pursuant to this Amendment immediately following such determination.

d) Limitation on City's Refund Obligation. TVC acknowledges that the refund of TVC's Refundable Contributions is dependent upon the Viera DRI development program, the total number of ERC's utilized by the Viera DRI at build-out and the total amount of Connection Charges paid by Users within the Entire Viera Property. TVC further acknowledges that, depending on such factors, TVC's Refundable Contributions may not be fully refunded to TVC as of the build-out of the Viera DRI. Notwithstanding such possibility, TVC shall only be entitled to receive refunds of TVC's Refundable Contributions from the Connection Charges paid by Users within the Entire Viera Property and the Viera Improvements Fund; and TVC shall not have a claim against the City's general fund or any other source of funds or revenue available to the City, other than the SMWSA Improvements Fund as expressly provided in subparagraph 10.2 of the Third Amendment. Furthermore, nothing in the Agreement and this Amendment shall be construed to give Viera a security interest in the SMWSA Improvement Fund or the Viera Improvement Fund nor shall the Agreement, as amended, be construed as a pledge of credit or taxing power by the City for purposes of refunding TVC for payments made under the Agreement.

5. Availability of the Approved ERCs. The Fourth Amendment is hereby amended by deleting the second and third sentences of paragraph 8 thereof in their entirety and substituting the following sentences in lieu thereof:

> "*Notwithstanding that uncertainty, the Approved ERCs shall remain available for TVC's exclusive use for ten (10) years after the effective date of this Fourth Amendment. Thereafter, commencing on the tenth anniversary of this Fourth Amendment, the City shall have the right to allocate that portion of the Approved ERCs which have not been included in the number of Viera's Allocated ERCs to areas of the SMWSA other than the Entire Viera Property*."

6. Representations and Warranties. The City represents and warrants to TVC that the City has the power and authority to execute, deliver and perform the terms and provisions of the Agreement as modified by this Amendment and has taken all necessary action to authorize the execution, delivery and performance by it of this Amendment. This Amendment will, when duly executed and delivered by the City, constitute its legal, valid and binding obligation enforceable against the City in accordance with its terms. The City hereby further represents and warrants that the execution, delivery and performance by the City of the terms and provisions hereof will not (i) contravene any provisions of any law, statute, rule or regulation or any order, writ, injunction or decree, or (ii) conflict or be inconsistent with or result in a breach of any material terms, covenants, conditions or provisions of or constitute a default under the terms of any indenture, trust agreement, loan agreement or any other agreement, contract or instrument to which the City is a party or by which it or any of its property or assets is bound.

7. Ratification of Agreement and Effect of this Amendment. Except as expressly modified by this Amendment, the Agreement as heretofore amended shall be and remains unchanged and in full force and effect, and is hereby expressly ratified and affirmed by the City and TVC. To the extent of any conflict between this Amendment and the Agreement, this Amendment shall govern and control.

8. Miscellaneous Provisions.

a) Counterparts. This Amendment may be executed in two or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when delivered and taken together, shall constitute but one agreement binding upon all of the parties hereto.

b) Attorneys' Fees. In connection with any arbitration or litigation arising out of the Agreement, as modified by this Amendment, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

c) Choice of Law. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Amendment. Venue for any suit involving this Amendment shall be in Brevard County, Florida.

d) Exhibit "A". Exhibit "A" attached to this Amendment is incorporated into this Amendment and forms a part of the provisions of this Amendment.

e) Amendment or Modification. This Amendment shall not be amended or modified except by written instrument signed by the City and TVC. Notwithstanding the foregoing sentence, the biennial modification of attached Exhibit "A" in connection with each Biennial Costs Review shall not require a written instrument signed by the parties. Such modification of Exhibit "A" shall be effective upon delivery of written notice from the City to TVC of the updated estimated Construction Costs for the applicable improvements in accordance with subparagraph 2(b) hereof.

f) Headings. The paragraph headings contained herein are for convenience only and do not define, limit or construe the contents of such paragraph.

g) Successors and Assigns. The Agreement, as modified by this Amendment shall be binding upon and inure to the benefit of the City and TVC and their respective successors and assigns who are designated as a successor and/or assign of the applicable party hereunder in a recorded instrument executed by the applicable party and its successor or assignee.

h) No Third Party Beneficiaries. This Amendment is only between TVC and the City. Third parties, including the users or potential users of the City of Cocoa water utility, whether or not located on the Entire Viera Property or any part thereof, are not to be construed as third party beneficiaries under this Amendment.

i) Notices. Any notices or other communications which may be required or desired to be given under the terms of the Agreement, as amended, or this Amendment shall be in writing and shall be deemed to have been duly given if personally delivered, delivered via overnight courier or if mailed by certified United States Mail, return receipt requested, as follows:

To the City: City of Cocoa
65 Stone Street
Cocoa, Florida 32922
Attn: Utilities Director

To TVC: The Viera Company
7380 Murrell Road, Suite 201
Viera, Florida 32940
Attn: President; and General Counsel

**IN WITNESS WHEREOF,** the parties hereto have executed this Fifth Amendment each by its duly authorized representatives.

ATTEST: CITY OF COCOA

_____
City Clerk By: _____
Stockton Whitten, City Manager

WITNESSES: THE VIERA COMPANY, a Florida corporation

_____ By: _____
Todd J. Pokrywa, President

_____

STATE OF FLORIDA }
}
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me, by means of □□ physical presence or □□ online notarization, this ___ day of _____, 2021, by Todd J. Pokrywa, President of THE VIERA COMPANY, a Florida corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

Signature: _____

Printed Name:_____
Notary Public, State of Florida
(NOTARIAL SEAL) My Commission No. Is: _____
My Commission Expires: _____

EXHIBIT “A”
REVISED SCHEDULE 7.3

(To be Attached)

**RESOLUTION NO. 2021-101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE SOUTH MAINLAND CONNECTION CHARGE FOR PROPERTIES LOCATED WITHIN THE VIERA DEVELOPMENT OF REGIONAL IMPACT MORE SPECIFICALLY AND LEGALLY DEFINED IN THAT CERTAIN AGREEMENT BETWEEN THE CITY OF COCOA AND THE VIERA COMPANY; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, INCORPORATION INTO THE SCHEDULE OF WATER RATES AND CHARGES AND UTILITIES HANDBOOK; AND AN EFFECTIVE DATE.**

**WHEREAS,** on August 23, 1988 the City adopted Resolution 88-25 authorizing the City to enter into an agreement with Duda Lands, Inc., to supply potable water to an area described therein as the "South Mainland Water Service Area" (hereinafter referred to as the "**SMWSA**"), which area included lands owned by The Viera Company (f/k/a Duda Lands, Inc. referenced therein as the "Duda Property") and other property owners locate within the SMWSA; and

**WHEREAS,** Resolution 88-25 also established the "**South Mainland Connection Charge**" applicable to users desiring to connect to the City's water distribution system located within the South Mainland Water Service Area, which connection charge imposed different rates for users located within the Duda (Viera) Property and for all others property owners within the SMWSA for purposes of covering the expenses associated with the construction of specific SMWSA Capital Improvements necessary for providing service to the SMWSA (hereinafter referred to as the "Connection Charge"); and

**WHEREAS,** the Initial Agreement was subsequently modified by that certain "Amendment #1 to Agreement to Provide Water Service to Duda Lands, Inc. Property" dated June 13, 1989 (hereinafter referred to as the "First Amendment"), by that certain "Second Amendment to Agreement" dated May 27, 1994 (hereinafter referred to as the "Second Amendment"), by that certain "Third Amendment to Agreement" dated as of February 1, 2008 (hereinafter referred to as the "Third Amendment"), by that certain "Fourth Amendment to Agreement" dated as of December 30, 2016 (hereinafter referred to as the "Fourth Amendment"), and by that certain "**Fifth Amendment to Agreement**" dated as of October _____, 2021; and the Initial Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, is hereinafter referred to as the "**Viera Agreement**";

**WHEREAS,** the Connection Charge for the Duda (Viera) Property (also described in the Fifth Amendment to Agreement and hereinafter as the "**Entire Viera Property**") and the other property located within the SMWSA have different rates based on a proportionate cost sharing calculation for the two areas based on the Agreement; and

**WHEREAS,** at the request of The Viera Company and as more specifically described in the Fifth Amendment to Agreement, the City and The Viera Company have agreed, subject to the City Council's adoption of this Resolution, to amend the Connection Charge for the Entire Viera Property in light of the future construction costs for the remaining and deferred water storage improvements for the SMWSA and the obligation to refund The Viera Company's refundable contributions ("**Viera Connection Charge**"); and

**WHEREAS,** the City Council finds that this Resolution serves a public purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa and Cocoa's water utility system consistent with the intent and purpose of the SMWSA established by the City Council in 1988.

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

**Section 1. Recitals.** The foregoing recitals are hereby incorporated herein by this reference. The above definitions in bold type above are intended only for convenience.

**Section 2. Entire Viera Property Connection Charge within the SMWSA.**

A. The City Council hereby adopts the following Minimum Connection Charge for users within the Entire Viera Property ---------- **$1125.00.**

The Viera Connection Charge described above represents the minimum Connection Charge that the City shall collect hereunder from users of the City's water utility within the Entire Viera Property.

B. The Connection Charge for the other property located within the SMWSA shall remain unchanged at ---------- $887.98.

**Section 3. Update Rate Schedule and Utilities Handbook.** The Finance Director is hereby directed to update the City's Schedule of Rates and Charges and the Utilities Handbook consistent with this Resolution.

**Section 4.** **Repeal of Prior Inconsistent Resolution.** All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

**Section 5.** **Applicability; Conflicts and Severability.** Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

**Section 6.** **Effective date.** This Resolution shall become effective immediately upon adoption.

**ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 26th day of October, 2021.**

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

## Exhibit A - Future Ground Storage Tank Estimate

Date: 9/22/2021

| | | | |
|---|---|---|---|
| **General** | | | $200,000 |
| | mobilization | | |
| | survey | | |
| | controls | | |
| **Site Work** | | | $350,000 |
| | clearing/prep | | |
| | compaction/earthwork | | |
| | ashpalt/parking | | |
| | security | | |
| | drainage | | |
| **Ground Storage Tank** | | | $1,700,000 |
| | concrete | | |
| | diaphrams | | |
| | core walls | | |
| | dome | | |
| | accessories | | |
| **Piping** | | | $1,570,000 |
| | suction piping | | |
| | discharge piping | | |
| | pumps | | |
| | chemical systems | | |
| | instrumentation | | |
| **Building** | | | $540,000 |
| | concrete/slab/walls/roof | | |
| | electrical systems | | |
| | HVAC | | |
| | plumbing | | |
| **Total** | | 2017 | $4,360,000 |
| Inflation Adjustment | | 2021 | **$4,918,080** |

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-704

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-704 | **Type:** | Contract | **Status:** | Consent Agenda |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/20/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** To Authorize the City Manager to Approve Change Order No. 2 to FY21 P.O. 77652 with Trane, Maitland, FL for HVAC repair at the Dyal Water Treatment Plant

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | PO 77652.pdf, FY21 CO - Trane - 10.19.21.pdf, INVOICE 312012001.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | sweston@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

387

SERVICE

CITY OF COCOA

# PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 1
CHANGE DATE: 2/23/2021
THIS NO. 77652

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9530
VENDOR FAX NO.: 407-660-0303
VENDOR PH NO.: 407-660-1111

DATE

DATE REQUIRED 10/20/2021
9/30/2021

DELIVER TO:

TRANE (MAITLAND)
2301 LUCIEN WAY
SUITE 430
MAITLAND FL 32751

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. # F.O.B.
CS 0000042086
~~MCROSS/SM/4020~~

| Line# | Quantity | UM | Description | Unit Cost | Ext Cost |
|---|---|---|---|---|---|
| | | | ********** CHANGE ORDER ********** | | |
| 1 | 49500.00 | SUM | HVAC SERVICE FOR DYAL WTP<br>SCOPE OF SERVICES, include repair labor, parts & materials, Annual Inspection (Quantity 1) Routine Inspections (Quantity 3)<br><br>Piggyback OMNIA Partners Contract #15-JLP-023 effective 12/1/2020 to 9/30/2021<br><br>PRICE BREAK DOWN<br><br>Labor Annual Inspection (Quantity 1) = 160 hours x $134/hour = $21,440<br><br>Routine Inspections (Quantity 3) = 40 hours x $134/hour x 3 Inspections = $16,080<br><br>Materials, Filters, belts, consumables, etc. at 27.5% Gross Margin = $4,276 | 1.0000 | 49500.00 |
| | | | | TOTAL | 49500.00 |

REMARKS:

~~1ST CHANGE ORDER ISSUED TO ADD, $7704.00, FUNDS TO~~

*** CONTINUED ***

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

42140205364600
**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

388

SERVICE

CITY OF COCOA

# PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 1
CHANGE DATE: 2/23/2021
THIS NO.: 77652

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9530
VENDOR FAX NO.: 407-660-0303
VENDOR PH NO.: 407-660-1111

DATE
DATE REQUIRED 1/20/2021
9/30/2021

TRANE (MAITLAND)

DELIVER TO:

City of Cocoa

*Florida Sales Tax Exemption No. 85-8012621548C-8*

F.O.B.

| Line# | Quantity | UM | Description | Unit Cost | Ext Cost |
|---|---|---|---|---|---|
| | | | ********** CHANGE ORDER ********** | | |
| | | | REMARKS: LINE ITEM # 1 PER REQ # 42399. COVER COST THAT MAY BE INCURRED AS A RESULT OF NECESSARY OR EMERGENCY REPAIRS. APPROVED BY ASSIST UTILITIES DIRECTOR. | | |

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

42140205364600
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

## TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of snid notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

# 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:** 10/19/21 **New Requ #:** 43717 **Change Requisition Number #** 2

**Name of Requestor completing this form:** Shawny Weston

| | |
|---|---|
| Original Purchase Order Amount | $ 41,796.00 |
| Change Order # 1 Amount | 7,704.00 |
| Change Order # 2 Amount | 1,575.14 |
| 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 | $ 51,075.14 |

| Vendor Name | Original Requisition Number | PO Number | Original PO Amount |
|---|---|---|---|
| Trane | 42086 | 77652 | $ 41,796.00 |

**REASON FOR CHANGE (Click box(s) to select):**

- ☐ Correct Freight Cost
- ☐ Correct Unit Cost
- ☐ Correct Account
- ☐ Correct Qty Ordered
- ☐ Add Line Item
- ☐ Cancel Line Item
- ☐ Add Additional Money
- ☐ Add/Delete/Change Project #
- ☐ Liquidate Money
- ☐ Cancel Entire PO
- ☐ Other-Explain:

**Please make correction(s) to original PO as listed below:**

| Original PO Line # | Quantity | UM | Description | Account Number | Project Number | Unit Cost | Extended Cost |
|---|---|---|---|---|---|---|---|
| 2 | 1,575.14 | SUM | additional funds for remaining FY21 invoice | 421-4020-536.46-00 | DY20DY | 1.0000 | $ 1,575.14 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |

*THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #.* **$ 1,575.14**

***CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED***

**Date:** *10/19/21* **New Requ #:** 43717 ***Change Requisition Number #*** 2

**Change Order Justification:**

add funds for remaining FY21 invoices

*******Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *******

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7599
United States

# Invoice

| | |
|---|---|
| Invoice Number | 312012001 |
| Invoice Date | 08-SEP-2021 |
| Customer No. | 130152 |
| Reference No. | |
| Internal Account | 2637987 |
| Payment Terms | NET 30 |
| Payment Due Date | 08-Oct-2021 |
| Discount Date | |

**For questions please contact:**

**Orlando TCS SO, FL**
**Tel:** 407-660-1111
**Fax:** 407-660-0303

**Remit Payment To**

Trane U.S. Inc.
P. O. Box 406469
ATLANTA, GA 30384-6469

**Bill To**

COCOA CITY OF
65 STONE ST
COCOA, FL 32922
UNITED STATES

| | |
|---|---|
| Customer Tax ID | |

| | |
|---|---|
| Inco Terms | FCA |
| Supply Location | Orlando TCS SO, FL |
| Shipping Method | |
| Tracking No. | |
| Freight Terms | |
| Bill of Lading | |

**Sold To**
COCOA CITY OF
65 STONE ST
COCOA, FL 32922
UNITED STATES

**Ship To**
COCOA DYAL WATER PLANT
28400 STATE ROAD 520
CHRISTMAS, FL 32709

**https://www.tranetechnologies.com/customer**
**CERTifyTax -** for submittal of tax exemption certificates.
**iReceivables -** access invoice copies, account balances & make payments.

735702038

| | | | | |
|---|---|---|---|---|
| **Tax/GST ID:** 25-0900465<br>**PST/QST ID:** | **State Tax:** 0.00 0.00%<br>FL | **County Tax:** 0.00 0.00%<br>ORANGE | **City Tax:** 0.00 0.00%<br>CHRISTMAS | **District Tax:** 0.00 0.00% |

| Currency | Subtotal | Special Charges | Tax | Freight | Total |
|---|---|---|---|---|---|
| USD | 1733.46 | 0.00 | 0.00 | 0.00 | 1733.46 |

| | |
|---|---|
| **Special Instructions** | Questions call 407-551-1174 or email Tammy.Nelson@tranetechnologies.comTHANK YOU FOR DOING BUSINESS WITH TRANE SURFACE WATER CLEARWELL BLDG REQUESTED BY TIM DYAR SERIAL# 171910242L RTU 1 COMP NOT LOADING. VFD FOR COMPR OVERHEATING. UNIT HAS HIGH SUCTION PRESSURE. FOUND LEAKS ON THE SCHRADER VALVES. REPLACED VALVE STEMS. PARTS UNDER WARRANTY. SERIAL# 19190228L FOUND UNIT TRIPPED. FOUND CONDENSATE LINE TO BE RESTRICTED. CLEANED CONDENSATE PAN TRAP AND LINE. LEFT UNIT RUNNING. |

| Contract/Call No. | Order Date | Ship Date | Purchase Order |
|---|---|---|---|
| 21-8970285 | | 08-SEP-2021 | N: TIM DYAR |

| Date | Description | Quantity | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | *Company Parts | | | | |
| 08/27/2021 | REFRIGERANT; R410A; 25 LB DRUM | 1 | EA | 220.060 | 220.06 |
| | | | | Subtotal | 220.06 |
| | *Repair - Installation Labor | | | | |
| 08/18/2021 | OT Ron Speicher | 4 | HRS | 210.000 | 840.00 |
| 08/27/2021 | ST George Van Pelt | 4 | HRS | 140.000 | 560.00 |
| | | | | Subtotal | 1,400.00 |
| | *Other | | | | |
| 08/30/2021 | ENVIRONMENTAL a SAFETY FEE | 1 | EA | 113.400 | 113.40 |
| | | | | Subtotal | 113.40 |

***RECEIVED***
***By Susan Young at 1:13 pm, Oct 19, 2021***

PO#: REQ#:

TRANE TECHNOLOGIES

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-675

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-675 | **Type:** | Contract | **Status:** | Multi-Year Contract |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/05/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Approve entering into a co-operative purchasing agreement with V.A. Paving Inc. in the amount of $292,556.60, plus a contingency of $7,443.40 for a total of $300,000, using Brevard County contract B-6-20-57 extension approved from August 22, 2021, through August 21, 2022, to resurface various stretches of roads throughout the City and Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year pending the approval of that year's budget. .

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Brevard County Bid No. B-6-20-57 (1).pdf, Brevard County Paving Renewal 21-22_.pdf, Executed VA Paving Piggyback Contract Form.pdf, VA Paving - Piggyback Signed.msg, VA Paving COI exp 12-31-21 (2).pdf, VA Paving - City of Cocoa Annual Paving - 2022.pdf, VA Paving - City of Cocoa Annual paving 2022 - add street.pdf, Contingency Resolution for Annual Street Paving Program.docx | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

Brevard County
Purchasing Services

**Purchasing Services**
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

# NOTICE OF AWARD
August 17, 2020
B-6-20-57 Asphaltic Concrete

PROCUREMENT ANALYST: Debbie Feingold

| VENDOR | VENDOR CITY AND STATE | MEETS MINIMUM REQUIREMENTS | ITEMS AWARDED | AWARD AMOUNT |
|---|---|---|---|---|
| V.A Paving, INC | Cocoa, FL | Yes | Per Attached Tabulation | $4,300,000 annually (Estimate only). |
| Preferred Materials, INC | Orlando, FL | Yes | Per Attached Tabulation | |
| C.W. Roberts Contracting, INC. | Palm City, FL | Yes | Per Attached Tabulation | |
| Goodson Paving, INC. | Cocoa, FL | Yes | Per Attached Tabulation | |
| Community Asphalt Corp | Vero Beach, FL | Yes | Per Attached Tabulation | |

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Dading Jr., Central Services Director

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

---

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; Daniel Blackburn, Public Works; Debbie Feingold, Purchasing Services

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: August 22, 2020 ENDING DATE: August 21, 2021
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) Year

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☒ Please provide performance and payment bonds as required.
☐ OTHER:

SW

Brevard County Purchasing Services

# BID TABULATION SHEET

**Bid Title: Asphaltic Concrete**
**Bid No: B-6-20-57**

**OPENING DATE & TIME: August 6, 2020 @ 2:00pm**
**POSTING TIME/DATE: August 10, 2020 THROUGH: August 14, 2020 @ 5pm**

| | V.A PAVING, INC | | PREFERRED MATERIALS, INC. | | C.W. ROBERTS CONTRACTING, INC. | | GOODSON PAVING, INC | | COMMUNITY ASPHALT CORP | |
|---|---|---|---|---|---|---|---|---|---|---|
| **ASPHALTIC CONCRETE** | | | | | | | | | | |
| **Superpave SP-9.5** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $81.00 | TON | $89.09 | TON | $107.75 | TON | $96.40 | TON | $146.00 | TON |
| PARKING LOTS | $115.00 | TON | $150.00 | TON | $117.75 | TON | $126.20 | TON | $172.00 | TON |
| BIKE PATHS | $170.00 | TON | $225.00 | TON | $157.75 | TON | $162.00 | TON | $172.00 | TON |
| **Superpave SP-12.5** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $78.00 | TON | $85.09 | TON | $102.50 | TON | $95.40 | TON | $139.00 | TON |
| PARKING LOTS | $115.00 | TON | $150.00 | TON | $112.50 | TON | $124.90 | TON | $159.00 | TON |
| BIKE PATHS | $170.00 | TON | $225.00 | TON | $152.50 | TON | $155.60 | TON | $166.00 | TON |
| **FRICTION COURSE** | | | | | | | | | | |
| **Friction Course FC-5** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $180.00 | TON | $175.00 | TON | $188.00 | TON | $199.15 | TON | $202.00 | TON |
| **Friction Course FC-9.5** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $110.00 | TON | $125.00 | TON | $137.50 | TON | $126.05 | TON | $199.00 | TON |
| **Friction Course FC-12.5** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $109.00 | TON | $108.00 | TON | $119.50 | TON | $128.25 | TON | $166.00 | TON |
| **SPEED HUMPS SP-9.5** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $575.00 | TON | $750.00 | TON | $2,000.00 | TON | $426.00 | TON | $365.00 | TON |
| **LESS THAN 25 TN PATCHINGSP-9.5** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $500.00 | TON | $750.00 | TON | $415.00 | TON | $342.00 | TON | $352.00 | TON |
| **25-50 TN PATCHING SP 9.5** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $300.00 | TON | $500.00 | TON | $255.00 | TON | $295.60 | TON | $268.00 | TON |
| **TACK FOB Gallon** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $12.00 | GAL | NO BID | GAL | $5.50 | GAL | NO BID | GAL | $21.00 | GAL |
| **PRIME** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $1.00 | SY | $1.00 | SY | $0.75 | SY | $0.80 | SY | $1.00 | SY |
| **PRIM AND SAND** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $2.00 | SY | $1.20 | SY | $1.10 | SY | $1.55 | SY | $1.00 | SY |
| **SAND 3% HOT MIX** | | | | | | | | | | |
| **Vendor Delivered, Vendor Placed** | | | | | | | | | | |
| ROAD PAVING | $1,000.00 | TON | $500.00 | TON | NO BID | TON | $375.00 | TON | NO BID | TON |
| PARKING LOTS | $14.00 | SY | $7.00 | SY | NO BID | SY | $3.64 | SY | NO BID | SY |
| **HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5** | | | | | | | | | | |
| **FOR PICK UP** | | | | | | | | | | |
| ROAD PAVING | $65.00 | TON | $70.00 | TON | $70.00 | TON | NO BID | TON | $93.00 | TON |
| **TEMPORARY STRIPING** | | | | | | | | | | |
| **Vendor Schedules and Provides** | | | | | | | | | | |
| ROAD PAVING | $5.00 | L.F. | $2.00 | L.F. | $4.50 | L.F. | $6.00 | L.F. | $4.00 | L.F. |
| **NIGHT WORK** | | | | | | | | | | |
| **Cost Per Ton** | | | | | | | | | | |
| ROAD PAVING | $10.00 | TON | $10.00 | TON | $10.00 | TON | $16.50 | TON | $10.00 | TON |
| **COST FOR MILLING & CLEANUP** | | | | | | | | | | |
| **SY 0-2,500 and Under** | | | | | | | | | | |
| ROAD PAVING | $5.00 | SY | $5.00 | SY | $4.75 | SY | $6.37 | SY | $7.00 | SY |
| **COST FOR MILLING & CLEANUP** | | | | | | | | | | |
| **SY $2,501 - 5,000** | | | | | | | | | | |
| ROAD PAVING | $3.00 | SY | $3.00 | SY | $2.75 | SY | $3.62 | SY | $5.00 | SY |
| **COST FOR MILLING & CLEANUP** | | | | | | | | | | |
| **SY 5,001 - 15,000** | | | | | | | | | | |
| ROAD PAVING | $2.75 | SY | $2.10 | SY | $2.75 | SY | $3.38 | SY | $4.00 | SY |
| **COST FOR MILLING & CLEANUP** | | | | | | | | | | |
| **SY 15,001 and over** | | | | | | | | | | |
| ROAD PAVING | $2.50 | SY | $2.10 | SY | $2.75 | SY | $3.10 | SY | $4.00 | SY |
| **ASPHALT MILLINGS FOR PICKUP FOB AT PLANT** | | | | | | | | | | |
| ROAD PAVING | $75.00 | TON | $35.00 | TON | $17.50 | TON | NO BID | TON | $13.00 | TON |
| **COST PER TON TO ADD ARAMID FIBER** | | | | | | | | | | |
| **TO THE ASPHALT MIX** | | | | | | | | | | |
| ***FOR SPECIFIC PROJECTS ONLY*** | | | | | | | | | | |
| ROAD PAVING | $10.00 | TON | $15.00 | TON | $10.00 | TON | $15.00 | TON | NO BID | TON |

**INTENT TO AWARD: All items will be awarded to V.A. Paving, Inc., Preferred Materials, Inc., C.W. Roberts Contracting, Inc., Goodson Paving, Inc., and Community Asphalt Corp to be utilitzed per job based on price and availabilty of each contractor with the above tabulation.**

*Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.*

Aprroval Initials AW

BREVARD County
RD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

**Tammy Rowe,** Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.8., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2019/2020) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 6, 2019, granted approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2019/2020: 1.) Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, responsible and most qualified supplier; 2.) solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or open purchase orders with the highest ranked proposer; 3.) exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; this establishes that continuance of the contract is favorable prior to renewal of the agreement; and 4.) authorize the Chair to execute contracts and renewals over $100,000 in total aggregate value, subject to prior approval by the County Attorney's Office and Risk Management.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance

**ANNUAL BID/QUOTE/PROPOSAL LIST**
**FY 2018/2019**
**- Over $100,000 Annually -**

| COMMODITY/SERVICE | CONTRACT YEAR & RENEWAL OPTION | ESTIMATED ANNUAL EXPENDITURES (>$100K) |
|---|---|---|
| Aggregate (57 Stone & Pea Gravel) | Up to 5 years | $200,000.00 |
| Agricultural & Aquatic Chemicals | Up to 5 years | $270,000.00 |
| Asphaltic Concrete | Up to 5 years | $4,300,000.00 |
| Automotive Parts | Up to 5 years | $100,000.00 |
| Brevard County Government 2019/2020 Health Plan | 5 years | Dependent on plan participants |
| Bunker Gear for Brevard County Fire Rescue | 5 yr. & 5 (1 yr.) renewals | $300,000.00 |
| Cab & Chassis Trucks and Other Fleet Equipment | Up to 5 years | $1,000,000.00 |
| Cold in Place Recycling | Up to 5 years | $100,000.00 |
| Computer Equipment, Peripherals & Services | Up to 5 years | $100,000.00 |
| Concrete Pipe | Up to 5 years | $300,000.00 |
| Concrete Sidewalk, Curb, and Gutter Construction | Up to 5 years | $340,000.00 |
| Consultant Professional Engineering Services, A&E, Roofing Services - All departments | Up to 5 years | Varies per CIP Project and Tasking |
| Continuing Roofing Contracting Services | Up to 5 years | Varies per CIP Project and Tasking |
| Contracted Seasonal Recreation Worker Services for P&R | Up to 5 years | $640,000.00 |
| Copy Machine Rental | 5 yr. & 1 (1 yr.) renewal | $500,000.00 |
| County Dental Insurance | 3 yr. & 1 (1 yr.) renewal | |
| County Group Vision Plan | 3 yr. & 2 (1 yr.) renewals | |
| Debt Collection Services | 3 Years | |
| Deceased Removal and Transport | Up to 5 years | $140,000.00 |
| Disaster Debris Removal and Recovery Management Services | 5 yr. & no renewals | |
| Disaster Debris Removal Services | 5 yr. & no renewals | |
| Electrical Contractor Services - Hourly | Up to 5 years | $265,000.00 |
| Electronics Waste Recycling Services | Up to 5 years | $175,000.00 |
| Emergency Generator Repair & Maintenance | Up to 5 years | $100,000.00 |
| EMS Billing Services | Up to 5 years | $630,000.00 |
| Fencing (Brevard County Cooperative Bid) | Up to 5 years | $210,000.00 |
| Fertilizers | 5 yr. & 5 (1 yr.) renewals | $100,000.00 |
| Fire Rescue Equipment | Up to 5 years | $150,000.00 |
| Floor Cleaning - Countywide | Up to 5 years | $167,000.00 |
| Full Depth Reclamation | Up to 5 years | $100,000.00 |
| Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid) | Up to 5 years | $3,500,000.00 |
| Grassing Services (Brevard County Cooperative Bid) | Up to 5 years | $380,000.00 |
| HVAC & Ice Machine Services | Up to 5 years | $200,000.00 |
| HVAC for Maintenance | Up to 5 years | $1,200,000.00 |
| Inlets, Manholes, & Grates | Up to 5 years | $485,000.00 |
| Janitorial Services - County Wide | Up to 5 years | $465,000.00 |
| Janitorial Supplies | Up to 5 years | $185,000.00 |
| Laboratory Testing & Related Professional Services | Up to 5 years | $200,000.00 |
| Landfill Stormwater Collection & Gas System Repairs & Installation | Up to 5 years | $100,000.00 |
| Landscape Design & Detailing Maintenance Svs (Complete) - Facilities | Up to 5 years | $150,000.00 |
| Lawn Maintenance - Parks & Rec | Up to 5 years | $249,000.00 |
| Lawn Maintenance (Full Detail) - Merritt Island, District 2 | Up to 5 years | $185,000.00 |
| Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide | Up to 5 years | $150,000.00 |
| Lime Rock for Solid Waste and Public Works | Up to 5 years | $100,000.00 |
| Marketing Services for SCAT | Up to 5 years | $400,000.00 |
| Medical Supplies (EMS) - (Brevard County Cooperative Bid) | Up to 5 years | $1,900,000.00 |
| Mix-In-Place Soil Cement | Up to 5 years | $250,000.00 |
| Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site) | Up to 5 years | $1,250,000.00 |
| Mulching & Yard Trash/Vegetative Disposal Services (Off Site) | Up to 5 years | $1,500,000.00 |
| Office Supplies | Up to 5 years | $200,000.00 |
| Personal Protection Equipment (PPE) | Up to 5 years | $100,000.00 |
| Petroleum Products - Lube Oil | Up to 5 years | $100,000.00 |
| Physical Examinations - Fire Rescue | Up to 5 years | $225,000.00 |
| Pipe, Cured-In-Place Pipe (CIPP) | Up to 5 years | $3,000,000.00 |
| Plans Examiner Services | Up to 5 years | $300,000.00 |
| Plumbing Services | Up to 5 years | $100,000.00 |
| Plumbing Supplies Catalog Discount | Up to 5 years | $100,000.00 |
| Polymer, Sludge Dewatering | Up to 5 years | $150,000.00 |
| Postal & Courier Services - Libraries | Up to 5 years | $200,000.00 |
| Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide | Up to 5 years | $180,000.00 |
| Radio System (800 MHZ) Maintenance Contract | Up to 5 years | $500,000.00 |
| Removal & Disposal of Dewatered Biosolids | Up to 5 years | $230,000.00 |
| Removal & Final Disposal of Mulch & Wood Waste | Up to 5 years | $350,000.00 |
| Retention Pond Mowing (Countywide): Natural Resources & Public Works | Up to 5 years | $140,000.00 |
| Road Construction Materials | Up to 5 years | $4,000,000.00 |

**ANNUAL BID/QUOTE/PROPOSAL LIST**
**FY 2018/2019**
**- Over $100,000 Annually -**

| COMMODITY/SERVICE | CONTRACT YEAR & RENEWAL OPTION | ESTIMATED ANNUAL EXPENDITURES (>$100K) |
|---|---|---|
| Road Striping - Paint & Reflective Pavement Marking | Up to 5 years | $150,000.00 |
| Road Striping - Thermoplastic & Reflective Pavement Marking | Up to 5 years | $1,400,000.00 |
| SAP Support Services | Up to 5 years | $150,000.00 |
| SCAT Vehicle Fleet Maintenance & Repair Management Services | Up to 5 years | $4,350,000.00 |
| Security Services - Brevard Government Complexes | Up to 5 years | $250,000.00 |
| Security Services Unarmed - Multidepartmental | Up to 5 years | $500,000.00 |
| Select Common Fill - Sarno Road Landfill | Up to 5 years | $100,000.00 |
| Select Common Fill - for Landfills (CDF Only) | Up to 5 years | $983,000.00 |
| Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services | Up to 5 years | $140,000.00 |
| Sodium Hypochlorite Supply Services | Up to 5 years | $250,000.00 |
| Soil Cement Pub Mill Mix | Up to 5 years | $180,000.00 |
| Soil Cement with Oil Injection | Up to 5 years | $100,000.00 |
| Street Sweeping and Inlet Basket Cleaning | Up to 5 years | $100,000.00 |
| Structured Cabling System - Small Projects/Limited Drop | Up to 5 years | $100,000.00 |
| Submersible Pump and Motor Repair Services | Up to 5 years | $160,000.00 |
| TDC - Website Development & Maintenance Services | Up to 5 years | $200,000.00 |
| Temporary Employment Services | Up to 5 years | $250,000.00 |
| Temporary Traffic Control Devices | Up to 5 years | $100,000.00 |
| Tire Shredding & Disposal Services | Up to 5 years | $335,000.00 |
| Traffic Sign Materials | Up to 5 years | $100,000.00 |
| Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs | Up to 5 years | $250,000.00 |
| Transportation of Dead Bodies | Up to 6 years | $167,000.00 |
| Travel Media Relations (For TDO) | Up to 5 years | $200,000.00 |
| Tree Trimming and Removal Services | Up to 5 years | $150,000.00 |
| Trucking Services | Up to 5 years | $110,000.00 |
| Uniform Apparel: Fire Rescue | Up to 5 years | $100,000.00 |
| Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid) | Up to 5 years | $100,000.00 |
| Welding/Medical Gases & Supplies | Up to 5 years | $100,000.00 |

**SUBMIT SEALED BID TO:**
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

# INVITATION TO BID
## Bid Acknowledgment

**PROCUREMENT ANALYST:** (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

**BID SPECIFICATIONS MAY BE OBTAINED AT:** Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

| **RELEASE DATE:** | **BID TITLE:** | **BID NUMBER:** | **BID OPENING DATE AND TIME:** |
|---|---|---|---|
| July 16, 2020 | Asphaltic Concrete | B-6-20-57 | August 6, 2020 @ 2pm |

**PRE-BID DATE, TIME, AND LOCATION:**
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

**BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**

**▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼**

**LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:**
V.A. Paving, Inc.
2955 Lake Dr
Cocoa, FL 32926

**TELEPHONE NUMBER/TOLL-FREE NUMBER:**
( 321 ) 636-2565

**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
59-2147362

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X Debra Mallard
AUTHORIZED SIGNATURE (MANUAL)

Debra Mallard
NAME (PRINTED)

President
TITLE

8/6/2020
DATE

***THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID***

Sworn to and subscribed before me this 6 day of August 2020.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

Joni E H Bohne — FL
SIGNATURE OF NOTARY PUBLIC — STATE

Joni E H Bohne
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

## BOND DATA

**CONTRACTOR MUST PROVIDE:** — **AMOUNT:**

| | | | |
|---|---|---|---|
| Yes ☐ | No ☒ | BID BOND | |
| Yes ☒ | No ☐ | PERFORMANCE BOND | 100% on projects over $100,000 |
| Yes ☐ | No ☒ | LABOR, MATERIAL, PERFORMANCE BOND | |

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

| BOND AMOUNT UP TO: | FINANCIAL CLASS | BOND AMOUNT UP TO: | FINANCIAL CLASS |
|---|---|---|---|
| $ 1,000,000 | I | $ 25,000,000 | V |
| $ 2,000,000 | II | $ 50,000,000 | VI |
| $ 5,000,000 | III | $ 100,000,000 | VII |
| $ 10,000,000 | IV | | |

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

## GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the demandstar and VendorLink websites.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the

responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any Insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation

of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with

respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the DemandStar and VendorLink websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

    In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

    c. **STAY OF PROCUREMENTS DURING PROTESTS**

    Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

***Asphaltic Concrete***
***B-6-20-57***
**CONTRACTOR'S CHECKLIST**

***The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.***

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

1. **PURPOSE**

Brevard County Purchasing Services, on behalf of the Brevard County Public Works Department, is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

**CONTRACT PERIOD**

The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

**DELIVERY**

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at Debbie.feingold@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at Onvia DemandStar® website and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Debbie Feingold at Debbie.feingold@brevardfl.gov. To be given consideration, such requests must be received in writing no later than July 30, 2020 @ 5pm.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than August 6, 2020 @ 2pm**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

**Electronic bid filing is now available on VendorLink at www.myvendorlink.com . Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. Electronic Price Sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should

be saved on compact disc (CD) or USB flash drive and included with bid submittal. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

**Note*** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. PRE-BID/WALK THROUGH

A pre-bid meeting/walk through shall be held on July 23, 2020 @ 10:30am located in the Florida Room, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940. Interested Contractors are highly encouraged to attend this meeting. All contractors attending this pre-bid walk thru should meet in the Florida Room – 3rd Floor.

☐ **Mandatory** ☒ **Non-Mandatory**

***Asphaltic Concrete***
***B-6-20-57***
**SCOPE OF SERVICES**

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem(s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 327, 330, 334, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2020 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one-ton minimum) must be available with 72 hours of notification by the agency, and within five business days' notice by the agency for any nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County reserves the right to move to the next available contractor.

4. The asphalt contractor shall furnish all materials, equipment, labor and incidentals for mixing aramid fibers into the existing mix design of the particular type of asphalt specified. The asphalt contractor shall introduce the fibers into the asphalt mix conforming to the specifications and requirements of the manufacturer. The asphalt contractor shall use the automated dosing machine recommended by the manufacturer to blend the specified rate of fibers per ton of asphalt per the Superpave Asphalt Concrete-Reinforcing Fiber in Asphalt Per Article 334-2.

5. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

6. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

7. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming).

8. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020. Roadways subject to straight edge requirements.

9. Contractor to place all asphalt mixtures by the string line method, per FDOT 330-6.1.1. Contractor is to provide a uniform centerline and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

10. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2020 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

11. When required, the contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance

and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

12. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2020 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 23 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

16. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

17. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

18. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2020 edition.

19. Any "pushing" or "slipping" of the asphalt within a 12-month period after placement will be repaired at the contractor's expense.

20. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

21. Testing by the County may be required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power-screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2020 version). Cores may also be required to verify thickness.

22. LIQUIDATED DAMAGES

    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours' notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

23. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractor's responsibility to remove the defective materials and replace them with correct materials at their own expense. The County will not remit payment for the original materials ordered until this correction is complete.

24. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners:

- Superpave 9.5 – 85,000 TONS
- Superpave 12.5 – 15,000 TONS
- FC 12.5 – 25,000 TONS

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

| ASPHALTIC CONCRETE<br>BID # B-6-20-57 | REVISED PRICE SHEET | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **ASPHALTIC CONCRETE** | **DESCRIPTION** | **ROAD PAVING** | | **PARKING LOTS** | | **BIKE PATHS** | |
| Superpave SP-9.5 | Vendor Delivered, Vendor Placed | $ 81.00 | Ton | $115.00 | Ton | $170.00 | Ton |
| Superpave SP-12.5 | Vendor Delivered, Vendor Placed | $78.00 | Ton | $115.00 | Ton | $170.00 | Ton |
| **FRICTION COURSE** | | **ROAD PAVING** | | | | | |
| Friction Course FC-5 | Vendor Delivered, Vendor Placed | $ 180.00 | Ton | | | | |
| Friction Course FC-9.5 | Vendor Delivered, Vendor Placed | $110.00 | Ton | | | | |
| Friction Course FC-12.5 | Vendor Delivered, Vendor Placed | $109.00 | Ton | | | | |
| SPEED HUMPS SP-9.5 | Vendor Delivered, Vendor Placed | $575.00 | Ton | | | | |
| LESS THAN 25 TN PATCHING SP-9.5 | Vendor Delivered, Vendor Placed | $500.00 | Ton | | | | |
| 25-50 TN PATCHING SP 9.5 | Vendor Delivered, Vendor Placed | $300.00 | Ton | | | | |
| TACK FOB Gallon | FOB GALLON | $12.00 | Gal | | | | |
| PRIME | Vendor Delivered, Vendor Placed | $1.00 | SY | | | | |
| PRIM AND SAND | Vendor Delivered, Vendor Placed | $2.00 | SY | | | | |
| SAND 3% HOT MIX | Vendor Delivered, Vendor Placed | $1,000.00 | Ton | $14.00 | SY | | |
| HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5 | FOR PICK UP | $65.00 | Ton | | | | |
| **TEMPORARY STRIPING** | **Vendor Schedules and Provides** | $5.00 | L.F. | | | | |
| Night Work | Cost per ton | $10.00 | Ton | | | | |
| Cost for Milling & Clean Up | SY 0-2,500 and under | $5.00 | SY | | | | |
| | SY $2,501 - 5,000 | $3.00 | SY | | | | |
| | SY 5,001 to 15,000 | $2.75 | SY | | | | |
| | SY 15,001 and over | $2.50 | SY | | | | |
| Asphalt Millings for Pickup FOB at Plant | | $75.00 | Ton | | | | |
| Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY *** | | $10.00 | Ton | | | | |

Plant Locations:_____800 Cidco Rd Cocoa, FL 32926_____

**ASPHALTIC CONCRETE**
**BID # B-6-20-57**

# REVISED PRICE SHEET
## (Continued)

Addendum Acknowledgment:

Add. No.__1___Dated_7/28/2020_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? __X___YES / _____NO

---

*I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:*

VENDOR_____V.A. Paving ,Inc._____

ADDRESS____2955 Lake Dr Cocoa, FL 32926_____

AUTHORIZED SIGNATURE _____ DATE__8/6/2020

PRINTED SIGNATURE___Debra Mallard, President_____

TELEPHONE #___321-636-2565_____ FAX #__321-631-4541_____

# BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
## INDEMNIFICATION AND INSURANCE REQUIREMENTS
## *Asphaltic Concrete*
## *B-6-20-57*

INDEMNIFICATION
The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

***Asphaltic Concrete***
***B-6-20-57***
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

| | |
|---|---|
| V.A. Paving, Inc. | B-6-20-57 Asphaltic Concrete |
| Business Name | Bid Number and Name |
| Authorized Representative's Signature | 8/6/2020 |
| | Date |
| Debra Mallard | President |
| Name | Position |

**PUBLIC CONSTRUCTION BOND**

(Payment and Performance)

BY THIS BOND, We _____, having its principal place of business at _____, (___)___-____, herein called Principal, and _____, having its principal place of business at _____, (___)___-___,a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of _____. ($_____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number_____ dated _____ between Principal and Owner for construction of (project description) _____ _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force. Any action instituted by a claimant under this bond for payment must be in accordance

with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____day of _____, 20__.

Witness: _____
(Principal) (Seal)

_____ Its: _____
(Title)

Witness: _____
(Surety) (Seal)

_____ Its_____
(Title)

***Asphaltic Concrete***
***B-6-20-57***
**REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Brevard County
Date of Services: 12/2019 to present
Description of Services: Road Resurfacing
Street Address: 2725 Judge Fran Jamieson Way, Bldg. A-219
City, State, ZIP Code: Viera, FL 32940
Telephone #: (321) 617-7202 Fax #: 633-2170
Contact Person: Craig Kupec Email: Craig.Kupec@brevardfl.gov

Ref #2. Customer/Client: City of Melbourne
Date of Services: 9/2019 to present
Description of Services: Road Resurfacing
Street Address: 900 E Strawbridge Ave
City, State, ZIP Code: Melbourne, FL 32901
Telephone #: (321) 953-6313 Fax #: 321-608-5135
Contact Person: Dani Straub Email: dani.straub@mlbfl.org

Ref #3. Customer/Client: City of Palm Bay
Date of Services: 8/2019 to January 2020
Description of Services: Road Resurfacing
Street Address: 1050 Malabar Rd
City, State, ZIP Code: Palm Bay, Fl 32907
Telephone #: (321) 917-3430 Fax #: 321-952-3424
Contact Person: Frank Watanabe Email: Frank.Watanabe@palmbayflorida.org

Ref #4. Customer/Client: City of Titusville
Date of Services: 06/2020 to present
Description of Services: Road Resurfacing
Street Address: 2910 Garden St
City, State, ZIP Code: Titusville, FL 32796
Telephone #: (321) 383-5815 Fax #: (321) 383-5628
Contact Person: Vanessa Maldonado Email: Vanessa.Maldonado@Titusville.com

Ref #5. Customer/Client: Space Florida
Date of Services: 05/2020 to present
Description of Services: Road Resurfacing
Street Address: 505 Odyssey Way, Suite 300
City, State, ZIP Code: Exploration Park, FL 32953
Telephone #: (321) 730-5301 Fax #: (321) 730-5307
Contact Person: Bunti Patel Email: Bunti.Patel@aecom.com

CONTRACTOR NAME V.A. Paving, Inc.
ADDRESS 2955 Lake Dr Cocoa, FL 32926
PRINTED SIGNATURE Debra Mallard
AUTHORIZED SIGNATURE Debra Mallard
TELEPHONE # 321-636-2565 FAX# 321-631-4541 DATE 8/6/2020
EMAIL: debra.mallard@vapaving.com

# CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared

Debra Mallard, who, being by me first duly sworn, made the following statement:

1. The Business address of V.A. Paving, Inc. (name of Contractor) is 2955 Lake Dr Cocoa, FL 32926

2. My relationship to V.A. Paving, Inc. (name of Contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. V.A. Paving, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature
Debra Mallard, President

Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of August, 2020.

Notary Public

My commission expires:
7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS**
**Attachment A**

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:
In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:
The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:
The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government**:
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts**:
The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

**SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBER IN ASPHALT. (1-24-19)**

ARTICLE 334-2 is expanded by the following new Subarticle:

**334-2.5 Reinforcing Fibers:** When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

**334-2.5.1 Description**: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

**334-2.5.2 Materials**: Meet the following Aramid and Treatment material properties.

| **Aramid Properties** | **Measure** |
|---|---|
| Material | Para-Aramid Fiber (50-52% by weight) |
| Form | Filament Yarn |
| Tensile Strength | > 2.758 (GPa) |
| Elongation at Break | < 4.4 (%) |
| Modulus | > 95 (GPa) |
| Specific Gravity | 1.44-1.45 ($g/cm^3$) |
| Decomposition Temperature | > 800 (°F) |
| **Treatment Properties** | **Measure** |
| Treatment Type | Sasobit® Wax (48-50% by weight) |
| Treatment Melting Temperature | > 175 (°F) |
| **Short Cut Aramid Fiber Bundles** | **Measure** |
| Length | 1.50 +/-0.05 (inch) |
| Appearance/Handling | Free Flowing Coated Fiber Bundles (visual) |
| Storage | Store dry with no contact with moisture |

**334-2.5.3 Dosage & Mixing Requirements:** Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

**SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT. (02-14-19)**

ARTICLE 334-2 is expanded by the following new Subarticle:

**334-2.5 Reinforcing Fibers:** When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
    a. Polyolefin: Serrated
    b. Aramid: Monofilament
4. Specific Gravity:
    a. Polyolefin: 0.91
    b. Aramid: 1.44
5. Tensile Strength:
    a. Aramid: $\geq$ 400,000 psi
6. Melt Temperature:
    a. Polyolefin: $\geq$ 270°F
    b. Aramid: $\geq$ 800°F
7. Acid/Alkali Resistance: Inert






# Detail by Entity Name

Florida Profit Corporation
V. A. PAVING, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | F59465 |
| **FEI/EIN Number** | 59-2147362 |
| **Date Filed** | 12/23/1981 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 12/27/2001 |
| **Event Effective Date** | NONE |

**Principal Address**

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

**Mailing Address**

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

**Registered Agent Name & Address**

MALLARD, DEBRA D
2955 LAKE DR
COCOA, FL 32926

Name Changed: 02/23/2011

Address Changed: 01/04/2006

**Officer/Director Detail**

**Name & Address**

Title VSD

HART, TERRI M

4108 FISHERMANS PLACE
COCOA, FL 32926

Title VTD

MALLARD, ARNOLD A JR
2125 DALE LANE
COCOA, FL 32926

Title PD

MALLARD, DEBRA D
755 Adamson Road
COCOA, FL 32926

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2018 | 01/11/2018 |
| 2019 | 02/21/2019 |
| 2020 | 02/03/2020 |

**Document Images**

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| 06/30/2004 -- ANNUAL REPORT | View image in PDF format |
| 04/25/2003 -- ANNUAL REPORT | View image in PDF format |
| 03/15/2002 -- ANNUAL REPORT | View image in PDF format |
| 12/27/2001 -- Amendment | View image in PDF format |
| 01/26/2001 -- ANNUAL REPORT | View image in PDF format |
| 03/24/2000 -- ANNUAL REPORT | View image in PDF format |
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| 01/21/1997 -- ANNUAL REPORT | View image in PDF format |
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| | |
|---|---|
| 01/17/1995 -- ANNUAL REPORT | View image in PDF format |

Florida Department of State, Division of Corporations

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

Document reader download link

- Adobe PDF Reader

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# Vendor Search

## Vendor Search

How do I use this tool? Search Help Documents

Maximum Results: 25 Use Advanced Search

Vendor Name: V.A. Paving

Email Address:

Last Name:

User Name:

Search Reset

No search results were found. Please try a different search.

**Vendor Name First Name Last Name Phone Email**

Prev Page Next Page

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**MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)**

SAM SYSTEM FOR AWARD MANAGEMENT

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

V. A. Paving, Inc.
DUNS: 063896807 CAGE Code: 0CYK4
Status: Active
Expiration Date: 10/03/2020
Purpose of Registration: All Awards

2955 Lake Dr
Cocoa, FL, 32926-4334 ,
UNITED STATES

Entity Overview

**Entity Registration Summary**

**Name:** V. A. Paving, Inc.
**Business Type:** Business or Organization
**Last Updated By:** Debra Mallard
**Registration Status:** Active
**Activation Date:** 10/04/2019
**Expiration Date:** 10/03/2020

**Exclusion Summary**

**Active Exclusion Records?** No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
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Skip to Main Content

# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

## Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

*There are currently no vendors on this list.*

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

## Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

| Vendor Name | Agency of Origin | Effective Date | Expiration Date | Final Order |
|---|---|---|---|---|
| Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) | DOH | 10/25/18 | 10/25/21 | Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB) |
| Hoffman, Tracy J. (Gator Signage and Striping, LLC) | DOT | 01/22/18 | 01/22/21 | Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB) |

*Updated 12/10/19*

Document reader download link

- Adobe PDF Reader

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**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS**
**Attachment A**

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act**: (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:
In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:
The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:
The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government**:
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts**:
The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

**SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBER IN ASPHALT. (1-24-19)**

ARTICLE 334-2 is expanded by the following new Subarticle:

**334-2.5 Reinforcing Fibers:** When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

**334-2.5.1 Description**: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

**334-2.5.2 Materials**: Meet the following Aramid and Treatment material properties.

| **Aramid Properties** | **Measure** |
|---|---|
| Material | Para-Aramid Fiber (50-52% by weight) |
| Form | Filament Yarn |
| Tensile Strength | > 2.758 (GPa) |
| Elongation at Break | < 4.4 (%) |
| Modulus | > 95 (GPa) |
| Specific Gravity | 1.44-1.45 ($g/cm^3$) |
| Decomposition Temperature | > 800 (°F) |
| **Treatment Properties** | **Measure** |
| Treatment Type | Sasobit® Wax (48-50% by weight) |
| Treatment Melting Temperature | > 175 (°F) |
| **Short Cut Aramid Fiber Bundles** | **Measure** |
| Length | 1.50 +/-0.05 (inch) |
| Appearance/Handling | Free Flowing Coated Fiber Bundles (visual) |
| Storage | Store dry with no contact with moisture |

**334-2.5.3 Dosage & Mixing Requirements:** Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

**SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT. (02-14-19)**

ARTICLE 334-2 is expanded by the following new Subarticle:

**334-2.5 Reinforcing Fibers:** When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
    a. Polyolefin: Serrated
    b. Aramid: Monofilament
4. Specific Gravity:
    a. Polyolefin: 0.91
    b. Aramid: 1.44
5. Tensile Strength:
    a. Aramid: ≥ 400,000 psi
6. Melt Temperature:
    a. Polyolefin: ≥ 270ºF
    b. Aramid: ≥ 800ºF
7. Acid/Alkali Resistance: Inert

| **ASPHALTIC CONCRETE**<br>**BID # B-6-20-57** | | **PRICE SHEET** | | |
|---|---|---|---|---|
| **ASPHALTIC CONCRETE** | **DESCRIPTION** | **ROAD PAVING** | **PARKING LOTS** | **BIKE PATHS** |
| Superpave SP-9.5 | Vendor Delivered, Vendor Placed | $_____Ton | $_____Ton | $_____Ton |
| Superpave SP-12.5 | Vendor Delivered, Vendor Placed | $_____Ton | $_____Ton | $_____Ton |
| **FRICTION COURSE** | | **ROAD PAVING** | | |
| Friction Course FC-5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| Friction Course FC-9.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| Friction Course FC-12.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| SPEED HUMPS SP-9.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| LESS THAN 25 TN PATCHING SP-9.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| 25-50 TN PATCHING SP 9.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| TACK FOB Gallon | FOB GALLON | $_____Gal | | |
| PRIME | Vendor Delivered, Vendor Placed | $_____SY | | |
| PRIM AND SAND | Vendor Delivered, Vendor Placed | $_____SY | | |
| SAND 3% HOT MIX | Vendor Delivered, Vendor Placed | $_____Ton | $_____SY | |
| HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5 | FOR PICK UP | $_____Ton | | |
| **TEMPORARY STRIPING** | **Vendor Schedules and Provides** | $_____L.F. | | |
| Night Work | Cost per ton | $_____Ton | | |
| Cost for Milling & Clean Up | SY 0-2,500 and under | $_____SY | | |
| | SY $2,501 - 5,000 | $_____SY | | |
| | SY 5,001 to 15,000 | $_____SY | | |
| | SY 15,001 and over | $_____SY | | |
| Asphalt Millings for Pickup FOB at Plant | | $_____Ton | | |
| Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) | | $_____Ton | | |

Plant Locations:_____

**ASPHALTIC CONCRETE**
**BID # B-6-20-57**

# PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No._____Dated_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / _____NO

---

*I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:*

VENDOR_____

ADDRESS_____

AUTHORIZED SIGNATURE _____

DATE_____

PRINTED SIGNATURE_____

TELEPHONE #_____ FAX #_____

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**SUBMIT SEALED BID TO:**
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

# INVITATION TO BID
## Bid Acknowledgment

**PROCUREMENT ANALYST:** (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

**BID SPECIFICATIONS MAY BE OBTAINED AT**: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

| **RELEASE DATE**: | **BID TITLE**: | **BID NUMBER**: | **BID OPENING DATE AND TIME**: |
|---|---|---|---|
| July 16, 2020 | Asphaltic Concrete | B-6-20-57 | August 6, 2020 @ 2pm |

**PRE-BID DATE, TIME, AND LOCATION**:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

**BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**

**▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼**

**LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:**
Preferred Materials, Inc.
1806 33rd Street, Suite 150
Orlando, FL 32839

**TELEPHONE NUMBER/TOLL-FREE NUMBER**:
( 407 ) 343-7445

**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
58-1401468

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X DocuSigned by: Lonnie Schaub
8D28A17058AC4FC...
AUTHORIZED SIGNATURE (*MANUAL*)

Lonnie Schaub
NAME (*PRINTED*)

Vice President — TITLE
08/06/2020 — DATE

***THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID***

Sworn to and subscribed before me this 6th day of August 2020.
Personally known: ☒
Or produced identification: ☐ Type of ID:_____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Tamara Albright
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

## BOND DATA

| **CONTRACTOR MUST PROVIDE:** | | | **AMOUNT:** |
|---|---|---|---|
| Yes ☐ | No ☒ | BID BOND | |
| Yes ☒ | No ☐ | PERFORMANCE BOND | 100% on projects over $100,000 |
| Yes ☐ | No ☒ | LABOR, MATERIAL, PERFORMANCE BOND | |

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

| **BOND AMOUNT UP TO:** | **FINANCIAL CLASS** | **BOND AMOUNT UP TO:** | **FINANCIAL CLASS** |
|---|---|---|---|
| **$ 1,000,000** | **I** | **$ 25,000,000** | **V** |
| **$ 2,000,000** | **II** | **$ 50,000,000** | **VI** |
| **$ 5,000,000** | **III** | **$ 100,000,000** | **VII** |
| **$ 10,000,000** | **IV** | | |

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.**
**ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

Rev: 07/31/2018

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***Asphaltic Concrete***
***B-6-20-57***
**CONTRACTOR'S CHECKLIST**

***The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.***

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

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## CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

| | |
|---|---|
| Preferred Materials, Inc. | B-6-20-57 - Asphaltic Concrete |
| Business Name | Bid Number and Name |
| DocuSigned by: Lonnie Schaub 2A48B28A17058AC4FC... | 08/06/2020 |
| Authorized Representative's Signature | Date |
| Lonnie Schaub | Vice President |
| Name | Position |

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

# *Asphaltic Concrete*
# *B-6-20-57*
# REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Osceola County Board of County Commissioners
Date of Services: 2016 - present
Description of Services: Asphalt Milling & Resurfacing
Street Address: 1 Courthouse Square
City, State, ZIP Code: Kissimmee, FL
Telephone #: (407) 742-2000 Fax #:
Contact Person: Heidi Lockwood Email: heidi.lockwood@osceola.org

---

Ref #2. Customer/Client: Central Florida Expressway Authority
Date of Services: 04/2019 to present
Description of Services: Asphalt Milling & Resurfacing
Street Address: 4974 ORL Tower Road
City, State, ZIP Code: Orlando, FL 32807
Telephone #: (407) 690-5000 Fax #:
Contact Person: Ben Dreiling Email: ben.dreiling@cfxway.com

---

Ref #3. Customer/Client: Florida Department of Transportation
Date of Services: 2018 - 2020
Description of Services: Asphalt Milling & Resurfacing
Street Address: P.O. Box 613069
City, State, ZIP Code: Ocoee, FL 34761
Telephone #: (407) 532-3999 Fax #:
Contact Person: Brian Qualls Email: bqualls@elipsisec.com

---

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

---

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

---

CONTRACTOR NAME Preferred Materials, Inc.
ADDRESS 1806 33rd Street, Suite 150, Orlando, FL 32839
PRINTED SIGNATURE Lonnie Schaub
AUTHORIZED SIGNATURE DocuSigned by: Lonnie Schaub 8D28A17058AC4FC...
TELEPHONE # 407-343-7445 FAX# 407-839-1458 DATE 08/06/2020
EMAIL: lonnie.schaub@preferredmaterials.com

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

# CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared Lonnie Schaub, who, being by me first duly sworn, made the following statement:

1. The Business address of Preferred Materials, Inc. (name of Contractor) is

   ·1806 33rd Street, Suite 150, Orlando, FL 32839

2. My relationship to Preferred Materials, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

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that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Preferred Materials, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

DocuSigned by:
Lonnie Schaub
8D28A17058AC4FC...
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6th day of August, 2020.

Notary Public

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

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| **ASPHALTIC CONCRETE**<br>**BID # B-6-20-57** | **REVISED PRICE SHEET** | | | |
|---|---|---|---|---|
| **ASPHALTIC CONCRETE** | **DESCRIPTION** | **ROAD PAVING** | **PARKING LOTS** | **BIKE PATHS** |
| Superpave SP-9.5 | Vendor Delivered, Vendor Placed | $__89.09___Ton | $__150.00__Ton | $___225.00__Ton |
| Superpave SP-12.5 | Vendor Delivered, Vendor Placed | $__85.09___Ton | $__150.00__Ton | $__ 225.00__Ton |
| **FRICTION COURSE** | | **ROAD PAVING** | | |
| Friction Course FC-5 | Vendor Delivered, Vendor Placed | $__175.00__Ton | | |
| Friction Course FC-9.5 | Vendor Delivered, Vendor Placed | $__125.00__Ton | | |
| Friction Course FC-12.5 | Vendor Delivered, Vendor Placed | $__108.00__Ton | | |
| SPEED HUMPS SP-9.5 | Vendor Delivered, Vendor Placed | $__750.00__Ton | | |
| LESS THAN 25 TN PATCHING SP-9.5 | Vendor Delivered, Vendor Placed | $__750.00__Ton | | |
| 25-50 TN PATCHING SP 9.5 | Vendor Delivered, Vendor Placed | $__500.00__Ton | | |
| TACK FOB Gallon | FOB GALLON | $__N/A ____Gal | | |
| PRIME | Vendor Delivered, Vendor Placed | $__1.00____SY | | |
| PRIM AND SAND | Vendor Delivered, Vendor Placed | $__1.20____SY | | |
| SAND 3% HOT MIX | Vendor Delivered, Vendor Placed | $__500.00__Ton | $__7.00_____SY | |
| HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5 | FOR PICK UP | $__70.00___Ton | | |
| **TEMPORARY STRIPING** | **Vendor Schedules and Provides** | $__2.00____L.F. | | |
| Night Work | Cost per ton | $__10.00___Ton | | |
| Cost for Milling & Clean Up | SY 0-2,500 and under | $__5.00_____SY | | |
| | SY $2,501 - 5,000 | $__3.00_____SY | | |
| | SY 5,001 to 15,000 | $__2.10_____SY | | |
| | SY 15,001 and over | $__2.10_____SY | | |
| Asphalt Millings for Pickup FOB at Plant | | $__35.00___Ton | | |
| Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY *** | | $__15.00___Ton | | |

Plant Locations: Melbourne, Kissimmee and Winter Springs, FL

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**ASPHALTIC CONCRETE**
**BID # B-6-20-57**

# REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated 07/28/20 / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / __X___NO

---

*I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:*

VENDOR Preferred Materials, Inc.

ADDRESS 1806 33rd Street, Suite 150. Orlando, FL 32839

AUTHORIZED SIGNATURE DocuSigned by: Lonnie Schaub 8D28A17058AC4FC...

PRINTED SIGNATURE Lonnie Schaub, Vice President DATE 08/06/20

TELEPHONE # (407) 343-7445 FAX # (407) 839-1458

Skip to Main Content

# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

## Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

| Vendor Name | Agency of Origin | Effective Date | Expiration Date | Final Order |
|---|---|---|---|---|
| Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) | DOH | 10/25/18 | 10/25/21 | Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB) |
| Hoffman, Tracy J. (Gator Signage and Striping, LLC) | DOT | 01/22/18 | 01/22/21 | Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB) |

*Updated 12/10/19*

Document reader download link

- Adobe PDF Reader

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

## Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

*There are currently no vendors on this list.*

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SAM SYSTEM FOR AWARD MANAGEMENT

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Preferred Materials, Inc.
DUNS: 809022671 CAGE Code: 7EK24
Status: Active
Expiration Date: 11/13/2020
Purpose of Registration: All Awards

4636 Scarborough Dr
Lutz, FL, 33559-8506 ,
UNITED STATES

Entity Overview

**Entity Registration Summary**

**Name:** Preferred Materials, Inc.
**Business Type:** Business or Organization
**Last Updated By:** Ashley Turner
**Registration Status:** Active
**Activation Date:** 11/14/2019
**Expiration Date:** 11/13/2020

**Exclusion Summary**

**Active Exclusion Records?** No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

# View Vendor Detail

## General Vendor Information

| | |
|---|---|
| Vendor Status / Effective Date: | AC / |
| Vendor Name: | Preferred Materials |
| Short Name (Does Business As): | |
| Dun and Bradstreet Number (DUNS): | 112758800 |
| Website: | |
| W9 Status: | Valid W-9 on File |
| DFS W9 Last Update Date: | Sep 21, 2015 |
| Business Designation | Corporation |
| | Primary Place of Business: FL |
| Collections Indicator: | Y |

## Certified Business Enterprise (CBE) Category

Other Non-Profit / Non-Woman-Owned / Non-FVBE

## Solicitations

Registered for Sourcing: No
Registered for VBS: No

## Special Exceptions

| | |
|---|---|
| Fee has been waived: | ☐ |
| Terms of Use have not been agreed to: | ☐ |

## Reluctant Vendor

Reluctant Vendor:

## Florida Terms of Use

| | |
|---|---|
| Accepted: | Yes, 04/28/2015 |
| Accepted By: | Ashley Turner |

## Contacts

View Contact List

## Locations

024 Preferred Materials, Inc. Status: AC Details

## [-] Commodity Codes

No Commodity Codes Selected

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)






# Detail by Entity Name

Foreign Profit Corporation
PREFERRED MATERIALS, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | F07000005569 |
| **FEI/EIN Number** | 26-1171248 |
| **Date Filed** | 11/09/2007 |
| **State** | DE |
| **Status** | INACTIVE |
| **Last Event** | WITHDRAWAL |
| **Event Date Filed** | 06/10/2011 |
| **Event Effective Date** | NONE |

**Principal Address**

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

**Mailing Address**

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

**Registered Agent Name & Address**

NONE

**Officer/Director Detail**

**Name & Address**

Title PD

DUKE, ROBERT F
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

MILLER, WILLIAM B

375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title ST

BROWN, CHARLIE
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

LAING, KENNETH C
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title DIR

MERGENS, RICHARD
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title AS

HICKMAN, GARY P
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2009 | 06/24/2009 |
| 2010 | 04/20/2010 |
| 2011 | 04/11/2011 |

**Document Images**

| | |
|---|---|
| 06/10/2011 -- Withdrawal | View image in PDF format |
| 04/11/2011 -- ANNUAL REPORT | View image in PDF format |
| 08/30/2010 -- Merger | View image in PDF format |
| 04/20/2010 -- ANNUAL REPORT | View image in PDF format |
| 06/24/2009 -- ANNUAL REPORT | View image in PDF format |
| 06/22/2009 -- ANNUAL REPORT | View image in PDF format |
| 05/13/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/24/2009 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2008 -- ANNUAL REPORT | View image in PDF format |
| 11/09/2007 -- Foreign Profit | View image in PDF format |

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

Document reader download link

- Adobe PDF Reader

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**SUBMIT SEALED BID TO:**
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

# INVITATION TO BID
## Bid Acknowledgment

**PROCUREMENT ANALYST:** Debbie Feingold (321) 617-7390 Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

**BID SPECIFICATIONS MAY BE OBTAINED AT:** Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

| RELEASE DATE: | BID TITLE: | BID NUMBER: | BID OPENING DATE AND TIME: |
|---|---|---|---|
| July 16, 2020 | Asphaltic Concrete | B-6-20-57 | August 6, 2020 @ 2pm |

**PRE-BID DATE, TIME, AND LOCATION:**
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

**BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**

**▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼**

**LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:**
Goodson Paving, Inc
430 Cidco Road
Cocoa, FL 32924

**TELEPHONE NUMBER/TOLL-FREE NUMBER:**
(321) 631-5523

**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
59-2872065

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Travis Goodson
NAME (*PRINTED*)

Vice President
TITLE

8/6/2020
DATE

***THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID***

Sworn to and subscribed before me this 6 day of Aug 2020.

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC

Faith Hemric
NAME OF NOTARY PUBLIC (*PRINTED*)

STATE NOTARY PUBLIC STATE OF FLORIDA

FAITH HEMRIC
Commission # GG 118866
Expires August 13, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

(AFFIX SEAL or STAMP)

## BOND DATA

**CONTRACTOR MUST PROVIDE:** **AMOUNT:**

| | | | |
|---|---|---|---|
| Yes ☐ | No ☒ | BID BOND | |
| Yes ☒ | No ☐ | PERFORMANCE BOND | 100% on projects over $100,000 |
| Yes ☐ | No ☒ | LABOR, MATERIAL, PERFORMANCE BOND | |

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

| BOND AMOUNT UP TO: | FINANCIAL CLASS | BOND AMOUNT UP TO: | FINANCIAL CLASS |
|---|---|---|---|
| $ 1,000,000 | I | $ 25,000,000 | V |
| $ 2,000,000 | II | $ 50,000,000 | VI |
| $ 5,000,000 | III | $ 100,000,000 | VII |
| $ 10,000,000 | IV | | |

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

***Asphaltic Concrete***
***B-6-20-57***
**CONTRACTOR'S CHECKLIST**

***e items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.***

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

| ASPHALTIC CONCRETE<br>BID # B-6-20-57 | REVISED PRICE SHEET | | | |
|---|---|---|---|---|
| **ASPHALTIC CONCRETE** | **DESCRIPTION** | **ROAD PAVING** | **PARKING LOTS** | **BIKE PATHS** |
| Superpave SP-9.5 | Vendor Delivered, Vendor Placed | 96.4 | 126.2 | 162 |
| Superpave SP-12.5 | Vendor Delivered, Vendor Placed | 95.4 | 124.9 | 155.6 |
| **FRICTION COURSE** | | **ROAD PAVING** | | |
| Friction Course FC-5 | Vendor Delivered, Vendor Placed | 199.15 | | |
| Friction Course FC-9.5 | Vendor Delivered, Vendor Placed | 126.05 | | |
| Friction Course FC-12.5 | Vendor Delivered, Vendor Placed | 128.25 | | |
| SPEED HUMPS SP-9.5 | Vendor Delivered, Vendor Placed | 426 | | |
| LESS THAN 25 TN PATCHING SP-9.5 | Vendor Delivered, Vendor Placed | 342 | | |
| 25-50 TN PATCHING SP 9.5 | Vendor Delivered, Vendor Placed | 295.6 | | |
| TACK FOB Gallon | FOB GALLON | NO BID | | |
| PRIME | Vendor Delivered, Vendor Placed | 0.8 | | |
| PRIM AND SAND | Vendor Delivered, Vendor Placed | 1.55 | | |
| SAND 3% HOT MIX | Vendor Delivered, Vendor Placed | 375 | 3.64 | |
| HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5 | FOR PICK UP | NO BID | | |
| **TEMPORARY STRIPING** | **Vendor Schedules and Provides** | 6 | | |
| Night Work | Cost per ton | 16.5 | | |
| Cost for Milling & Clean Up | SY 0-2,500 and under | 6.37 | | |
| | SY $2,501 - 5,000 | 3.62 | | |
| | SY 5,001 to 15,000 | 3.38 | | |
| | SY 15,001 and over | 3.1 | | |
| Asphalt Millings for Pickup FOB at Plant | | NO BID | | |
| Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY *** | | 15 | | |

Plant Locations: VA PAVING, 800 Cidco Road, Cocoa - PREFERRED ASPHALT, 6210 N. US1, Melbourne

**ASPHALTIC CONCRETE**
**BID # B-6-20-57**

# REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated 07.28.2020 Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

N/A

Does your company accept payment via ACH? _____YES / X NO

---

*I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:*

VENDOR__Goodson Paving, Inc

ADDRESS__630 Cidco Road, Cocoa, FL 32926

AUTHORIZED SIGNATURE _____

DATE_August 6, 2020

PRINTED SIGNATURE__Travis Goodson

TELEPHONE #_321.631.5523 FAX #_321.639.0497

***Asphaltic Concrete***
***B-6-20-57***
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

| | |
|---|---|
| Goodson Paving, Inc<br>Business Name | B-6-20-57 Asphaltic Concrete<br>Bid Number and Name |
| <br>Authorized Representative's Signature | 8/6/2020<br>Date |
| Travis Goodson<br>Name | Vice President<br>Position |

***Asphaltic Concrete***
***B-6-20-57***
**REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: W & J Construction
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1005 Viera Blvd Suite 202
City, State, ZIP Code: Rockledge FL 32955
Telephone #: 321-632-7660 Fax #: 321-632-5927
Contact Person: Erik Costine Email: erik@wjconstruction.com

---

Ref #2. Customer/Client: MK Williams Construction
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1287 W. Eau Gallie Blvd
City, State, ZIP Code: Melbourne, FL 32935
Telephone #: 321-751-5750 Fax #: 321-757-5660
Contact Person: Mike Williams Jr. Email: mikejr@mkwilliams.com

---

Ref #3. Customer/Client: Doug Wilson Enterprises
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1121 N. Atlantic Ave #102
City, State, ZIP Code: Cape Canaveral, FL 32920
Telephone #: 321-783-0903 Fax #: 321-783-7941
Contact Person: Bruce Simmonds Email: rsimmonds@dwilnet.com

---

Ref #4. Customer/Client: Brevard County Road & Bridge
Date of Services: 1988 - Present
Description of Services: County Contractor
Street Address: 1725 Judge Fran Jamieson Way
City, State, ZIP Code: Viera FL 32940
Telephone #: 321-690-6815 Fax #: 321-690-6841
Contact Person: Bruce Black Email: Bruce.Black@brevardcounty.us

---

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

---

CONTRACTOR NAME Goodson Paving, Inc
ADDRESS 630 Cidco Road, Cocoa, FL 32926
PRINTED SIGNATURE Travis Goodson
AUTHORIZED SIGNATURE
TELEPHONE # 321-631-5523 FAX# 321-639-0497 DATE 8/6/2020
EMAIL: goodsonpaving@gmail.com

# CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Travis Goodson, who, being by me first duly sworn, made the following statement:

1. The Business address of Goodson Paving, Inc (name of Contractor) is 430 Cidco Road Cocoa, FL 32926
2. My relationship to Goodson Paving, Inc (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Goodson Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Goodson Paving, Inc (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Goodson Paving, Inc (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

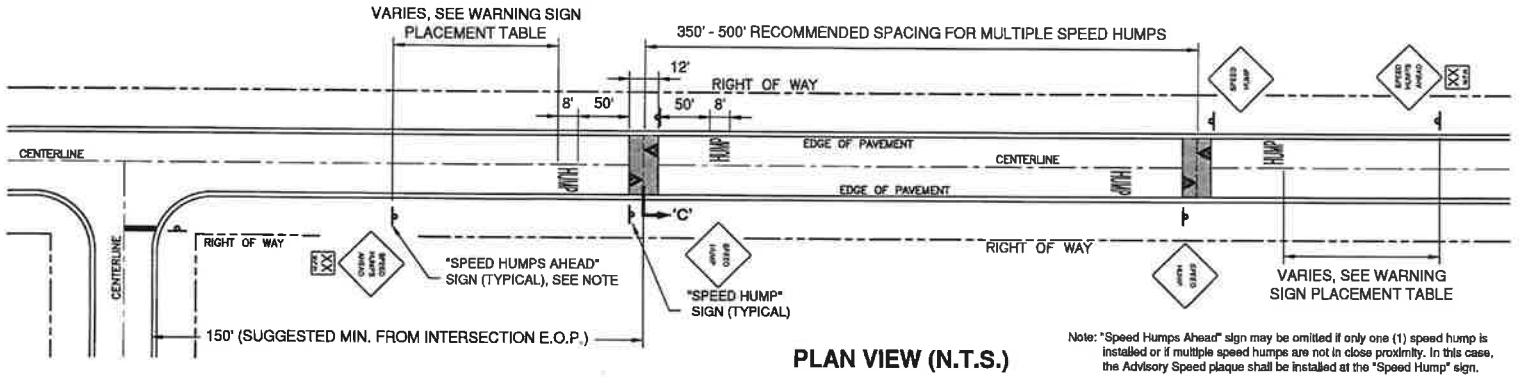
Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of August, 2020.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

FAITH HEMRIC
Commission # GG 118868
Expires August 13, 2021
Bonded Thru Budget Notary Services

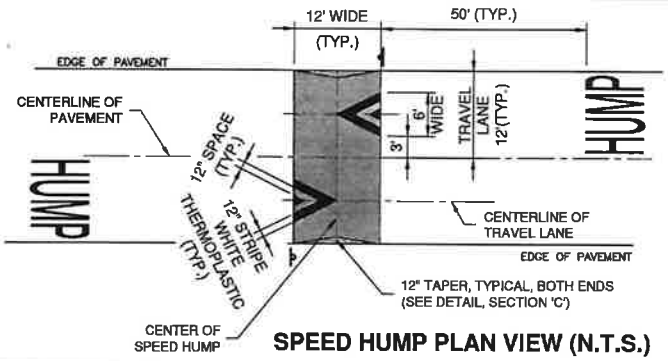



**PLAN VIEW (N.T.S.)**

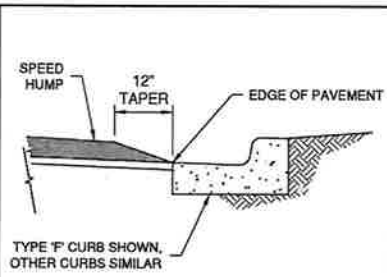
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

| WARNING SIGN PLACEMENT | |
|---|---|
| POSTED SPEED | MIN. DISTANCE FROM SIGN TO SIGN |
| 20 MPH | 75' |
| 25 MPH | 100' |
| 30 MPH | 125' |

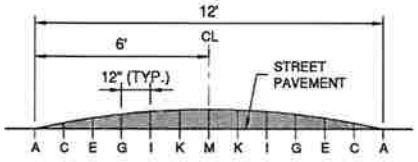
**WARNING SIGN PLACEMENT TABLE**




**SPEED HUMP PLAN VIEW (N.T.S.)**

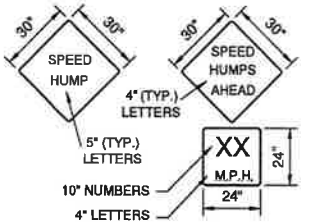



**SECTION 'C' (N.T.S.)**



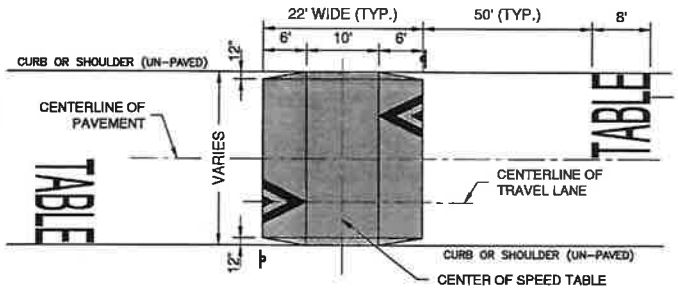

| SPEED HUMP THICKNESS TABLE | | | | | | | |
|---|---|---|---|---|---|---|---|
| DESIGN SPEED | A | C | E | G | I | K | M |
| 20 MPH | 0.0 | 0.9 | 1.7 | 2.3 | 2.7 | 2.9 | 3.0 |

**SPEED HUMP SECTION (N.T.S.)**

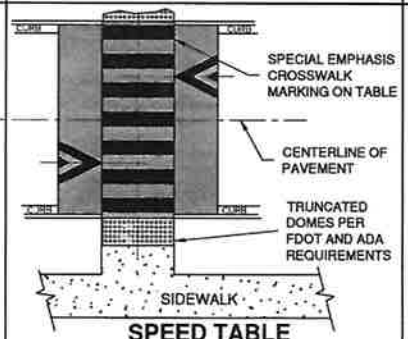



MUTCD REF. W17-1 (MODIFIED) AND W13-1

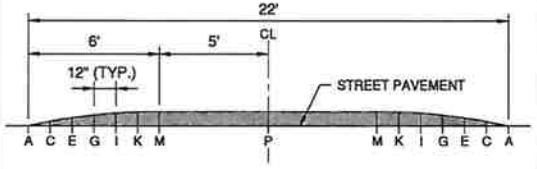
**SPEED HUMP SIGN DETAILS**




**SPEED TABLE PLAN VIEW (N.T.S.)**

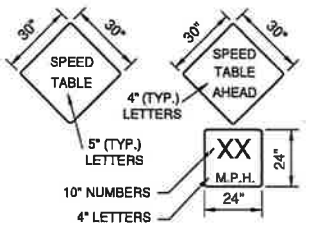



**SPEED TABLE WITH PEDESTRIAN CROSSING**




| SPEED TABLE THICKNESS TABLE | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DESIGN SPEED | CENTER HEIGHT | A | C | E | G | I | K | M | P |
| 25 MPH | 3.5" TALL TABLE | 0.0 | 1.1 | 2.2 | 2.7 | 3.2 | 3.4 | 3.5 | 3.5 |
| 30 MPH | 3" TALL TABLE | 0.0 | 0.6 | 1.7 | 2.3 | 2.7 | 2.9 | 3.0 | 3.0 |

**SPEED TABLE SECTION (N.T.S.)**




MUTCD REF. W17-1 (MODIFIED) AND W13-1

**SPEED TABLE SIGN DETAILS**

| | | | | | | |
|---|---|---|---|---|---|---|
| DRAWN BY: S.D. CHECKED BY: C. GUMM | DATE: | REVISION: | BY: | PREPARED BY: PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS 3695 JUDGE FRAN JAMIESON WAY, BLDG A, VIERA, FL 32940 Ph. (321) 633-2077, Fax (321) 637-5473 | PREPARED FOR: PUBLIC WORKS DEPT. BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS | DATE: AUG 2016 | SPEED HUMP DETAILS | SHEET: 01 OF 01 |

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Skip to Main Content

# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

## Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

| Vendor Name | Agency of Origin | Effective Date | Expiration Date | Final Order |
|---|---|---|---|---|
| Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) | DOH | 10/25/18 | 10/25/21 | Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB) |
| Hoffman, Tracy J. (Gator Signage and Striping, LLC) | DOT | 01/22/18 | 01/22/21 | Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB) |

*Updated 12/10/19*

Document reader download link

- Adobe PDF Reader

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

## Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

*There are currently no vendors on this list.*

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# View Vendor Detail

## General Vendor Information

| | |
|---|---|
| Vendor Status / Effective Date: | IN / 02/24/2012 |
| Inactive Reason: | DMS Request - No reason provided |
| Vendor Name: | GOODSON PAVING |
| Short Name (Does Business As): | |
| Dun and Bradstreet Number (DUNS): | 061992343 |
| Website: | |
| W9 Status: | Valid W-9 on File |
| DFS W9 Last Update Date: | Apr 17, 2015 |
| Business Designation | Corporation |
| | Primary Place of Business: FL |
| Collections Indicator: | Y |

## Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

## Solicitations

Registered for Sourcing: No
Registered for VBS: No

## Special Exceptions

| | |
|---|---|
| Fee has been waived: | ☐ |
| Terms of Use have not been agreed to: | ☐ |

## Reluctant Vendor

Reluctant Vendor:

## Florida Terms of Use

| | |
|---|---|
| Accepted: | Yes, 03/17/2008 |
| Accepted By: | Tom Goodson |

## Contacts

View Contact List

## Locations

002 GOODSON PAVING Status: IN Details

## [ - ] Commodity Codes

No Commodity Codes Selected

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)






# Detail by Entity Name

Florida Profit Corporation
GOODSON PAVING, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | M70222 |
| **FEI/EIN Number** | 59-2872065 |
| **Date Filed** | 02/26/1988 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

**Mailing Address**

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

**Registered Agent Name & Address**

GOODSON, TOMMY
620 CIDCO RD
COCOA, FL 32927

Address Changed: 04/07/2000

**Officer/Director Detail**

**Name & Address**

Title PD

GOODSON, TOMMY
1175 TUCKAWAY DRIVE
ROCKLEDGE, FL 32955

Title S

GOODSON, EVELYN L.
1175 TUCKAWAY DRIVE
ROCKLEDGE. FL 32955

Title VP

GOODSON, TRAVIS L
1145 TUCKAWAY DR.
ROCKLEDGE, FL 32955

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2018 | 01/15/2018 |
| 2019 | 01/08/2019 |
| 2020 | 01/14/2020 |

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SAM SYSTEM FOR AWARD MANAGEMENT

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

## Search Results

**Current Search Terms: GOODSON PAVING, INC.***

Total records:0 Save PDF Export Results Print

Result Page: Sort by Relevance Order by Descending

Your search for GOODSON PAVING, INC.* returned the following results...

**No records found.**

Result Page: Save PDF Export Results Print

GSA

IBM-P-20200717-1140
WWW2

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Skip to Main Content

# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

Document reader download link

- Adobe PDF Reader

Terms and Conditions | Privacy Statement | Accessibility Statement | Copyright ©2020 Department of Management Services - State of Florida

**SUBMIT SEALED BID TO:**
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

# INVITATION TO BID
## Bid Acknowledgment

**PROCUREMENT ANALYST:** (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

**BID SPECIFICATIONS MAY BE OBTAINED AT:** Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

| RELEASE DATE: | BID TITLE: | BID NUMBER: | BID OPENING DATE AND TIME: |
|---|---|---|---|
| July 16, 2020 | Asphaltic Concrete | B-6-20-57 | August 6, 2020 @ 2pm |

**PRE-BID DATE, TIME, AND LOCATION:**
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

**BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**

**▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼**

**LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:**

Community Asphalt Corp.
2975 Industrial Boulevard
Vero Beach, FL 32967

**TELEPHONE NUMBER/TOLL-FREE NUMBER:**
( 786 ) 418-3576

**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
59-2023298

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

08/06/2020
NAME (*PRINTED*)

Corporate Vice President — TITLE
08/06/20 — DATE

***THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID***

Sworn to and subscribed before me this 6th day of August 2020.

Personally known: ■

Or produced identification: ☐ Type of ID: ----------

Sandra Elizondo — SIGNATURE OF NOTARY PUBLIC
Florida — STATE

Sandra Elizondo
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: August 24, 2020

(AFFIX SEAL or STAMP)

SANDRA ELIZONDO
Notary Public - State of Florida
Commission # FF 997618
My Comm. Expires Aug 24, 2020

## BOND DATA

| CONTRACTOR MUST PROVIDE: | | | AMOUNT: |
|---|---|---|---|
| Yes ☐ | No ☒ | BID BOND | |
| Yes ☒ | No ☐ | PERFORMANCE BOND | 100% on projects over $100,000 |
| Yes ☐ | No ☒ | LABOR, MATERIAL, PERFORMANCE BOND | |

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

| BOND AMOUNT UP TO: | FINANCIAL CLASS | BOND AMOUNT UP TO: | FINANCIAL CLASS |
|---|---|---|---|
| $ 1,000,000 | I | $ 25,000,000 | V |
| $ 2,000,000 | II | $ 50,000,000 | VI |
| $ 5,000,000 | III | $ 100,000,000 | VII |
| $ 10,000,000 | IV | | |

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.**
**ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

***Asphaltic Concrete***
***B-6-20-57***
**CONTRACTOR'S CHECKLIST**

***The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.***

- ■ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ■ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ■ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ■ Confirmation of Drug Free Workplace Form
- ■ Reference Form
- ■ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

| ASPHALTIC CONCRETE<br>BID # B-6-20-57 | | REVISED PRICE SHEET | | |
|---|---|---|---|---|
| **ASPHALTIC CONCRETE** | **DESCRIPTION** | **ROAD PAVING** | **PARKING LOTS** | **BIKE PATHS** |
| Superpave SP-9.5 | Vendor Delivered, Vendor Placed | $ 146.00 Ton | $ 172.00 Ton | $ 172.00 Ton |
| Superpave SP-12.5 | Vendor Delivered, Vendor Placed | $ 139.00 Ton | $ 159.00 Ton | $ 166.00 Ton |
| **FRICTION COURSE** | | **ROAD PAVING** | | |
| Friction Course FC-5 | Vendor Delivered, Vendor Placed | $ 202.00 Ton | | |
| Friction Course FC-9.5 | Vendor Delivered, Vendor Placed | $ 199.00 Ton | | |
| Friction Course FC-12.5 | Vendor Delivered, Vendor Placed | $ 166.00 Ton | | |
| SPEED HUMPS SP-9.5 | Vendor Delivered, Vendor Placed | $ 365.00 Ton | | |
| LESS THAN 25 TN PATCHING SP-9.5 | Vendor Delivered, Vendor Placed | $ 352.00 Ton | | |
| 25-50 TN PATCHING SP 9.5 | Vendor Delivered, Vendor Placed | $ 268.00 Ton | | |
| TACK FOB Gallon | FOB GALLON | $ 21.00 Gal | | |
| PRIME | Vendor Delivered, Vendor Placed | $ 1.00 SY | | |
| PRIM AND SAND | Vendor Delivered, Vendor Placed | $ 1.00 SY | | |
| SAND 3% HOT MIX | Vendor Delivered, Vendor Placed | $ N/A Ton | $ N/A SY | |
| HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5 | FOR PICK UP | $ 93.00 Ton | | |
| **TEMPORARY STRIPING** | **Vendor Schedules and Provides** | $ 4.00 L.F. | | |
| Night Work | Cost per ton | $ 10.00 Ton | | |
| Cost for Milling & Clean Up | SY 0-2,500 and under | $ 7.00 SY | | |
| | SY $2,501 - 5,000 | $ 5.00 SY | | |
| | SY 5,001 to 15,000 | $ 4.00 SY | | |
| | SY 15,001 and over | $ 4.00 SY | | |
| Asphalt Millings for Pickup FOB at Plant | | $ 13.00 Ton | | |
| Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY *** | | $ N/A Ton | | |

Plant Locations: Vero Beach Plant: 2975 Industrial Boulevard, Vero Beach, FL 32967

**ASPHALTIC CONCRETE**
**BID # B-6-20-57**

# REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated July 28, 2020 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

Not Applicable

Does your company accept payment via ACH? X YES / _____ NO

*I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:*

VENDOR Community Ashalt Corp.

ADDRESS 2975 Industrial Blvd. Vero Beach, FL 32967

AUTHORIZED SIGNATURE _____ DATE 08/06/20

PRINTED SIGNATURE Manuel Aguiar

TELEPHONE # 786-418-3476 FAX # 305-829-8772

***Asphaltic Concrete***
***B-6-20-57***
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

| | |
|---|---|
| Community Asphalt Corp. | ITB-B-6-20-57-0-2020/DF: Asphaltic Concrete |
| Business Name | Bid Number and Name |
| Authorized Representative's Signature | 08/06/20 |
| | Date |
| Manuel Aguiar | Corporate Vice Presiedent |
| Name | Position |

***Asphaltic Concrete***
***B-6-20-57***
**REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Indian River County
Date of Services: 2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1800 27th Avenue
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: 772-226-1416 Fax #: 772-770-5140
Contact Person: Jeff Hoffman Email: jhoffman@ircgov.com

---

Ref #2. Customer/Client: City of Cape Coral
Date of Services: 2018-2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1015 Cultural Park Blvd.
City, State, ZIP Code: Cape Coral, FL 33990
Telephone #: 239-574-0839 Fax #:
Contact Person: Trina Chamners Email: tchamnes@capecoral.net

---

Ref #3. Customer/Client: Lee County Board of County Comissioners
Date of Services: 2019-2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2115 Second, Street, 1st Floor
City, State, ZIP Code: Fort Myers, FL 33901
Telephone #: 239-533-8881 Fax #:
Contact Person: Jake Bond Email: jbond@leegov.com

---

Ref #4. Customer/Client: City of Sanibel
Date of Services: 2019
Description of Services: Asphalt Paving Resurfacing
Street Address: 800 Dunlop Road
City, State, ZIP Code: Sanibel, FL 33957-4096
Telephone #: 239-472-6397 Fax #:
Contact Person: John Mort Email: John.Mort@sanibel.com

---

Ref #5. Customer/Client: Florida Department of Transportation
Date of Services: 2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2981 NE Pine Road
City, State, ZIP Code: Cape Coral, FL 33909
Telephone #: 239-985-7851 Fax #:
Contact Person: Tom Pegues Email: Thomas.Pegues@dot.state.fl.us

---

CONTRACTOR NAME Community Asphalt Corp.
ADDRESS 2975 Industrial Boulevard
PRINTED SIGNATURE
AUTHORIZED SIGNATURE Manuel Aguiar
TELEPHONE # 786-418-3476 FAX# 305-829-8772 DATE 08/06/20
EMAIL: Manuel.Aguiar@ohlna.com

# CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, personally appeared

Manuel Aguiar, who, being by me first duly sworn, made the following statement:

1. The Business address of Community Asphalt Corp. (name of Contractor) is .

2. My relationship to Manuel Aguiar (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Manuel Aguiar (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 8th day of August, 2020.

Sandra Elizondo

Notary Public
Sandra Elizondo
My commission expires:
August 24, 2020

(AFFIX SEAL or STAMP)

SANDRA ELIZONDO
Notary Public - State of Florida
Commission # FF 997618
My Comm. Expires Aug 24, 2020

***Asphaltic Concrete***
***B-6-20-57***
**STATEMENT OF NO BID**

NOT APPLICABLE

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-6-20-57 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from Contractor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

*PLEASE PRINT*

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Ron DeSantis, Governor

Halsey Beshears, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## AGUIAR, MANUEL ANTONIO

COMMUNITY ASPHALT CORP.
9675 NORTHWEST 117TH AVENUE STE 108
MIAMI FL 33178

**LICENSE NUMBER: CGC1521192**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

AON RISK SERVICES

July 23, 2020

Brevard County Purchasing Services
2725 Judge ran Jamieson Way
Bldg. C, 3rd floor, suite C-303
Viera, FL 32940

REF: Asphaltic Concrete ITB-B-6-20-57-0-2020/DF

To whom it may concern,

As the authorized broker for Community Asphalt Corp. Aon Risk Services Northeast, Inc. we can confirm that Community Asphalt Corp. maintains the below insurances.

| Policy | Limits | Carrier |
|---|---|---|
| Workers Compensation | $1M Per Occurrence | The Charter Oak Fire Ins. Co. |
| Auto Liability | $2M Combined Single Limit | Travelers Property & Casualty Co of America |
| General Liability | $2M Per Occurrence /$4M Aggregate | Travelers Indemnity Co. |

If you have any questions regarding or require additional information, please feel free to contract us.

Sincerely,

AON RISK SOLUTIONS
*Karen Carratura*

Karen Carratura
Account Specialist II
516-396-4332
Construction Services Group

Aon Risk Services, Inc. | Aon Construction Services Group
One Liberty Plaza | New York, NY 10006
**t:** (212) 441.1396 | **f:** (516) 681-7390
**w:** www.karen.carratura@aon.com






# Detail by Entity Name

Florida Profit Corporation
COMMUNITY ASPHALT CORP.

**Filing Information**

| | |
|---|---|
| **Document Number** | 688538 |
| **FEI/EIN Number** | 59-2023298 |
| **Date Filed** | 09/22/1980 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDED AND RESTATED ARTICLES |
| **Event Date Filed** | 07/25/2006 |
| **Event Effective Date** | NONE |

**Principal Address**

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

**Mailing Address**

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

**Registered Agent Name & Address**

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., STE 4
TALLAHASSEE, FL 32301

Name Changed: 04/22/2016

Address Changed: 04/22/2016

**Officer/Director Detail**

**Name & Address**

Title Corporate Vice President

AGUIAR, MANUEL
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Executive Vice President

HICKEY, DONALD
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Asst. Secretary

Mahoney, Megan
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Director, CEO

Patel, Ashok R.
9675 NW 117 AVENUE
108
MIAMI, FL 33178

Title Secretary

Pereira, Cesar F.
26-15 Ulmer Street
College Point, NY 11354

Title Director

Fernandez Gallar, Jose Antonio
Paseo de la Castellana 250 D
Torre Espacio
Madrid 28046 ES

Title CFO

Saitzyk, Martin W.
26-15 Ulmer St.
College Point, NY 11354

Title COO

Ruiz Andujar, Daniel
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2019 | 02/15/2019 |
| 2019 | 04/12/2019 |
| 2020 | 06/05/2020 |

**Document Images**

| | |
|---|---|
| 06/05/2020 -- ANNUAL REPORT | View image in PDF format |
| 10/02/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 08/05/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 06/28/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/12/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/15/2019 -- ANNUAL REPORT | View image in PDF format |
| 06/18/2018 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/28/2018 -- ANNUAL REPORT | View image in PDF format |
| 08/23/2017 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 06/21/2017 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 05/30/2017 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 03/01/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/22/2016 -- Reg. Agent Change | View image in PDF format |
| 04/06/2015 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 03/27/2015 -- ANNUAL REPORT | View image in PDF format |
| 07/28/2014 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 05/01/2014 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/29/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/16/2013 -- ANNUAL REPORT | View image in PDF format |
| 12/18/2012 -- ANNUAL REPORT | View image in PDF format |
| 10/25/2012 -- ANNUAL REPORT | View image in PDF format |
| 02/29/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2011 -- ANNUAL REPORT | View image in PDF format |
| 03/29/2010 -- ANNUAL REPORT | View image in PDF format |
| 02/11/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/07/2008 -- ANNUAL REPORT | View image in PDF format |
| 04/25/2007 -- ANNUAL REPORT | View image in PDF format |
| 12/14/2006 -- Reg. Agent Change | View image in PDF format |
| 10/05/2006 -- Reg. Agent Change | View image in PDF format |
| 07/25/2006 -- Amended and Restated Articles | View image in PDF format |
| 04/26/2006 -- ANNUAL REPORT | View image in PDF format |
| 12/02/2005 -- Amendment | View image in PDF format |
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| 01/12/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/12/2004 -- ANNUAL REPORT | View image in PDF format |
| 01/27/2003 -- ANNUAL REPORT | View image in PDF format |
| 05/06/2002 -- ANNUAL REPORT | View image in PDF format |
| 05/15/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/18/2000 -- ANNUAL REPORT | View image in PDF format |
| 02/22/1999 -- ANNUAL REPORT | View image in PDF format |

| | |
|---|---|
| 04/02/1998 -- ANNUAL REPORT | View image in PDF format |
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| 01/25/1996 -- ANNUAL REPORT | View image in PDF format |
| 06/13/1995 -- ANNUAL REPORT | View image in PDF format |

Florida Department of State, Division of Corporations

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

## Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

| Vendor Name | Agency of Origin | Effective Date | Expiration Date | Final Order |
|---|---|---|---|---|
| Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) | DOH | 10/25/18 | 10/25/21 | Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB) |
| Hoffman, Tracy J. (Gator Signage and Striping, LLC) | DOT | 01/22/18 | 01/22/21 | Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB) |

*Updated 12/10/19*

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

## Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

*There are currently no vendors on this list.*

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Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

## HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

### Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

## Search

Employer (?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&

Community Asphalt Corp

| Employer (?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&s |
| --- |
| Community Asphalt Corp |
| Community Asphalt Corp |
| COMMUNITY ASPHALT CORP. |

Showing 1 to 4 of 4 entries.

## ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

# View Vendor Detail

## General Vendor Information

| | |
|---|---|
| Vendor Status / Effective Date: | AC / 02/24/2012 |
| Vendor Name: | Community Asphalt Corp |
| Short Name (Does Business As): | |
| Dun and Bradstreet Number (DUNS): | |
| Website: | |
| W9 Status: | Valid W-9 on File |
| DFS W9 Last Update Date: | Jul 11, 2016 |
| Business Designation | Corporation |
| | Primary Place of Business: FL |

## Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

## Solicitations

Registered for Sourcing: Yes, Date participated: 12/10/09 1:15 PM
Registered for VBS: Yes, Date participated: 12/10/09 1:15 PM
Solicitation/Sales Contact EMail: esandra@cacorp.net

## Special Exceptions

| | |
|---|---|
| Fee has been waived: | ☐ |
| Terms of Use have not been agreed to: | ☐ |

## Reluctant Vendor

Reluctant Vendor:

## Florida Terms of Use

| | |
|---|---|
| Accepted: | Yes, 01/12/2010 |
| Accepted By: | Sandra Elizondo |

## Contacts

View Contact List

## Locations

011 Community Asphalt Corp. Status: AC Details

## [ - ] Commodity Codes

81101700 Electrical and electronic engineering
81101800 Chemical engineering
81101900 Oil and gas engineering
81102000 Mining engineering

81102100 Ocean engineering
81102200 Transportation engineering
81102300 Aeronautical engineering
81102400 Electrical power transmission engineering
81102500 Permitting services
81102600 Sampling services
81102700 Instrumented control systems design and engineering services

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

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SAM SYSTEM FOR AWARD MANAGEMENT

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Community Asphalt Corp.
DUNS: 055217699 CAGE Code: 1H6A4
Status: Active
Expiration Date: 06/15/2021
Purpose of Registration: All Awards

9675 Nw 117th Ave Ste 108
Miami, FL, 33178-1244 ,
UNITED STATES

Entity Overview

**Entity Registration Summary**

**Name:** Community Asphalt Corp.
**Business Type:** Business or Organization
**Last Updated By:** Sandra Elizondo
**Registration Status:** Active
**Activation Date:** 06/15/2020
**Expiration Date:** 06/15/2021

**Exclusion Summary**

**Active Exclusion Records?** No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**SUBMIT SEALED BID TO:**
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

# INVITATION TO BID
## Bid Acknowledgment

**PROCUREMENT ANALYST:** (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

**BID SPECIFICATIONS MAY BE OBTAINED AT:** Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

| RELEASE DATE: | BID TITLE: | BID NUMBER: | BID OPENING DATE AND TIME: |
|---|---|---|---|
| July 16, 2020 | Asphaltic Concrete | B-6-20-57 | August 6, 2020 @ 2pm |

**PRE-BID DATE, TIME, AND LOCATION:**
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ Mandatory
☒ Non-Mandatory

**BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**

**▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼**

**LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:**
C.W. Roberts Contracting, Inc.
8530 SW Jayme Way
Palm City, FL 34990

**TELEPHONE NUMBER/TOLL-FREE NUMBER:**
( 772 ) 288-0951

**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
59-1683951

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

W. Todd Castleberry
NAME (*PRINTED*)

Vice President — TITLE
08/06/2020 — DATE

***THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID***

Sworn to and subscribed before me this 6th day of August 20 20.

Personally known: ■

Or produced identification: ☐ Type of ID: _____

Wanda Sue Smart — SIGNATURE OF NOTARY PUBLIC

Florida — STATE

Wanda Sue Smart
NAME OF NOTARY PUBLIC (*PRINTED*)

NOTARY PUBLIC STATE OF FLORIDA

WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

My commission expires: 04/25/2022

(AFFIX SEAL or STAMP)

CORPORATE SEAL

## BOND DATA

| CONTRACTOR MUST PROVIDE: | | | AMOUNT: |
|---|---|---|---|
| Yes ☐ | No ☒ | BID BOND | |
| Yes ☒ | No ☐ | PERFORMANCE BOND | 100% on projects over $100,000 |
| Yes ☐ | No ☒ | LABOR, MATERIAL, PERFORMANCE BOND | |

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

| BOND AMOUNT UP TO: | FINANCIAL CLASS | BOND AMOUNT UP TO: | FINANCIAL CLASS |
|---|---|---|---|
| $ 1,000,000 | I | $ 25,000,000 | V |
| $ 2,000,000 | II | $ 50,000,000 | VI |
| $ 5,000,000 | III | $ 100,000,000 | VII |
| $ 10,000,000 | IV | | |

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.**
**ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

| ASPHALTIC CONCRETE<br>BID # B-6-20-57 | REVISED PRICE SHEET | | | |
|---|---|---|---|---|
| **ASPHALTIC CONCRETE** | **DESCRIPTION** | **ROAD PAVING** | **PARKING LOTS** | **BIKE PATHS** |
| Superpave SP-9.5 | Vendor Delivered, Vendor Placed | $107.75 Ton | $117.75 Ton | $157.75 Ton |
| Superpave SP-12.5 | Vendor Delivered, Vendor Placed | $102.50 Ton | $112.50 Ton | $152.50 Ton |
| **FRICTION COURSE** | | **ROAD PAVING** | | |
| Friction Course FC-5 | Vendor Delivered, Vendor Placed | $188.00 Ton | | |
| Friction Course FC-9.5 | Vendor Delivered, Vendor Placed | $137.50 Ton | | |
| Friction Course FC-12.5 | Vendor Delivered, Vendor Placed | $119.50 Ton | | |
| SPEED HUMPS SP-9.5 | Vendor Delivered, Vendor Placed | $2,000.00 Ton | | |
| LESS THAN 25 TN PATCHING SP-9.5 | Vendor Delivered, Vendor Placed | $415.00 Ton | | |
| 25-50 TN PATCHING SP 9.5 | Vendor Delivered, Vendor Placed | $255.00 Ton | | |
| TACK FOB Gallon | FOB GALLON | $5.50 Gal | | |
| PRIME | Vendor Delivered, Vendor Placed | $0.75 SY | | |
| PRIM AND SAND | Vendor Delivered, Vendor Placed | $1.10 SY | | |
| SAND 3% HOT MIX | Vendor Delivered, Vendor Placed | $N/A Ton | $N/A SY | |
| HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5 | FOR PICK UP | $70.00 Ton | | |
| **TEMPORARY STRIPING** | **Vendor Schedules and Provides** | $4.50 L.F. | | |
| Night Work | Cost per ton | $10.00 Ton | | |
| Cost for Milling & Clean Up | SY 0-2,500 and under | $4.75 SY | | |
| | SY $2,501 - 5,000 | $2.75 SY | | |
| | SY 5,001 to 15,000 | $2.75 SY | | |
| | SY 15,001 and over | $2.75 SY | | |
| Asphalt Millings for Pickup FOB at Plant | | $17.50 Ton | | |
| Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY** * | | $10.00 Ton | | |

Plant Locations:8530 SW Jayme Way, Palm City, FL 34990; 806 NW 9th Street, Okeechobee, FL 34972

**ASPHALTIC CONCRETE**
**BID # B-6-20-57**

# REVISED PRICE SHEET
# (Continued)

Addendum Acknowledgment:

Add. No._1____Dated_07/28/2020 __ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

No prompt payment discount will apply.

Does your company accept payment via ACH? _X__YES / _____NO

---

*I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:*

VENDOR: C.W. Roberts Contracting, Inc.

ADDRESS: 8530 SW Jayme Way

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE W. Todd Castleberry DATE 08/06/2020

TELEPHONE # (772) 288-0951 FAX # (772) 288-0983



***Asphaltic Concrete***
***B-6-20-57***
**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

| | |
|---|---|
| C. W. Roberts Contracting, Inc. | B-6-20-57; Asphaltic Concrete |
| Business Name | Bid Number and Name |
| Authorized Representative's Signature | 08/06/2020 |
| | Date |
| W. Todd Castleberry | Vice President |
| Name | Position |

## *Asphaltic Concrete*
## *B-6-20-57*
## REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

**Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Martin County Board of County Commissioners
Date of Services: 04/01/2017 - 03/31/2020
Description of Services: Annual Paving & Drainage in Martin County
Street Address: 2401 SE Monterey Road
City, State, ZIP Code: Stuart, FL 34996
Telephone #: (772) 288-5430 Fax #: (772) 288-5789
Contact Person: Ken Vreeland Email: kvreelan@martin.fl.us

Ref #2. Customer/Client: Florida Department of Transportation
Date of Services: 03/12/2014 - 03/11/2016
Description of Services: Annual Miscellaneous Paving in Martin, St. Lucie, and Indian River Counties
Street Address: 3400 W. Commercial Blvd
City, State, ZIP Code: Ft. Lauderdale, FL 33309-3421
Telephone #: (772) 429-4817 Office; (561) 756-1854 Cell Fax #:
Contact Person: Barry Rawdon Email: barry.rawdon@dot.state.fl.us

Ref #3. Customer/Client: City of Vero Beach
Date of Services: 08/09/2017 - 08/08/2019
Description of Services: Street Resurfacing Project (Miscellaneous Asphalt Repairs in the City of Vero Beach)
Street Address: PO Box 1389
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: (772) 978-4872 Fax #: (772) 770-5836
Contact Person: Don Dexter Email: ddexter@covb.org

Ref #4. Customer/Client: Floridian National Golf Club
Date of Services: 06/06/2014 - 11/16/2017
Description of Services: Complete sitework including preparation & installation of Asphaltic Concrete
Street Address: 3700 SE Floridian Drive
City, State, ZIP Code: Palm City, FL 34990
Telephone #: (772) 781-5010 Fax #: (772) 781-1631
Contact Person: Christy Zsiros Email: Cziros@thefloridian.com

Ref #5. Customer/Client: City of Port St. Lucie
Date of Services: 06/05/2017 - 02/19/2018
Description of Services: Full Depth Reclamation, Asphaltic Paving, Sidewalk Reconstruction (Rosser Blvd), Drainage
Street Address: 121 SW Port St. Lucie Bolvd
City, State, ZIP Code: Port St. Lucie, FL 34984
Telephone #: (772) 692-4344 Fax #:
Contact Person: Gary Jones (Captec Engineering) Email: gjones@gocaptec.com

CONTRACTOR NAME C.W. Roberts Contracting, Inc.
ADDRESS 8530 SW Jayme Way, Palm City, FL 34990
PRINTED SIGNATURE W. Todd Castleberry
AUTHORIZED SIGNATURE
TELEPHONE # (772) 288-0951 FAX# (772) 288-0983 DATE 08/06/2020
EMAIL: RSlone@cwrcontracting.com

# CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Florida

BEFORE ME, the undersigned authority, personally appeared W. Todd Castleberry, who, being by me first duly sworn, made the following statement:

1. The Business address of C.W. Roberts Contracting, Inc. (name of Contractor) is 8530 SW Jayme Way, Palm City, FL 34990

2. My relationship to C.W. Roberts Contracting, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. C.W. Roberts Contracting, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6th day of August, 2020.

Wanda Sue Smart
Notary Public

My commission expires: 04/25/2022

(AFFIX SEAL OF STAMP)

NOTARY PUBLIC STATE OF FLORIDA

WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

***Asphaltic Concrete***
***B-6-20-57***
**STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-6-20-57 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from Contractor database for this commodity/service

____ Other (*please specify below*)

Remarks: We are bidding this project

*PLEASE PRINT*

COMPANY NAME C.W. Roberts Contracting, Inc.

COMPANY ADDRESS 8530 SW Jayme Way, Palm City, FL 34990

TELEPHONE NUMBER (772) 288-0951

PRINTED SIGNATURE W. Todd Castleberry, Vice President

AUTHORIZED SIGNATURE W. Todd Castleberry

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

**LICENSE NUMBER: CGC1505785**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

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Florida Department of State DIVISION OF CORPORATIONS




Department of State / Division of Corporations / Search Records / Search by Entity Name /

# Detail by Entity Name

Florida Profit Corporation
C. W. ROBERTS CONTRACTING, INCORPORATED

**Filing Information**

| | |
|---|---|
| **Document Number** | 493846 |
| **FEI/EIN Number** | 59-1683951 |
| **Date Filed** | 01/19/1976 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 05/08/2020 |
| **Event Effective Date** | NONE |

**Principal Address**

1603 BAY AVENUE
PANAMA CITY, FL 32405

Changed: 02/23/2017

**Mailing Address**

P.O. BOX 16279
TALLAHASSEE, FL 32317

Changed: 04/09/2007

**Registered Agent Name & Address**

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Name Changed: 09/13/2013

Address Changed: 09/13/2013

**Officer/Director Detail**

**Name & Address**

Title President

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title Secretary, CFO

DELISLE, ROBERT
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title VP

Palmer, Alan
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TALLAHASSEE, FL 32317

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Fleming III, Ned N
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TALLAHASSEE, FL 32317

Title CEO

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TALLAHASSEE, FL 32317

Title VP, Asst. Secretary, Treasurer

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TALLAHASSEE, FL 32317

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Savoy, Stuart
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Riley, Chris
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TALLAHASSEE, FL 32317

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STRAIN, JAMES(JIMMY) A
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

CASTLEBERRY, WILLIAM T.

P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

ARMSTRONG, M. BRETT
P.O. BOX 16279
TALLAHASSEE, FL 32317

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2018 | 01/24/2018 |
| 2019 | 01/10/2019 |
| 2020 | 01/07/2020 |

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Florida Department of State, Division of Corporations






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Florida Department of State, Division of Corporations

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# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

## Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

| Vendor Name | Agency of Origin | Effective Date | Expiration Date | Final Order |
|---|---|---|---|---|
| Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) | DOH | 10/25/18 | 10/25/21 | Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB) |
| Hoffman, Tracy J. (Gator Signage and Striping, LLC) | DOT | 01/22/18 | 01/22/21 | Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB) |

*Updated 12/10/19*

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Skip to Main Content

# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

## Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

*There are currently no vendors on this list.*

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SAM SYSTEM FOR AWARD MANAGEMENT

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

C. W. Roberts Contracting, Incorporated
DUNS: 094593589 CAGE Code: 0CHA7
Status: Active
Expiration Date: 12/03/2020
Purpose of Registration: All Awards

3372 Capital Cir NE
Tallahassee, FL, 32308-3710 ,
UNITED STATES

Entity Overview

**Entity Registration Summary**

**Name:** C. W. Roberts Contracting, Incorporated
**Business Type:** Business or Organization
**Last Updated By:** Christopher Riley
**Registration Status:** Active
**Activation Date:** 12/04/2019
**Expiration Date:** 12/03/2020

**Exclusion Summary**

**Active Exclusion Records?** No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

## HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

### Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

## Search

Employer (?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order

C.W. Roberts Contracting, Inc.

**Employer (?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order**

C.W. Roberts Contracting, Inc.

Showing 1 to 2 of 2 entries.

## ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

# View Vendor Detail

## General Vendor Information

| | |
|---|---|
| Vendor Status / Effective Date: | AC / |
| Vendor Name: | C.W. Roberts Contracting, Inc. |
| Short Name (Does Business As): | |
| Dun and Bradstreet Number (DUNS): | |
| Website: | http://www.cwrcontracting.com/ |
| W9 Status: | Valid W-9 on File |
| DFS W9 Last Update Date: | Sep 11, 2019 |
| Business Designation | Corporation |
| | Primary Place of Business: FL |
| Collections Indicator: | Y |

## Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

## Solicitations

Registered for Sourcing: Yes, Date participated: 5/15/18 9:49 AM
Registered for VBS: Yes, Date participated: 5/15/18 9:49 AM
Solicitation/Sales Contact EMail: bflowers@cwrcontracting.com

## Special Exceptions

| | |
|---|---|
| Fee has been waived: | ☐ |
| Terms of Use have not been agreed to: | ☐ |

## Reluctant Vendor

Reluctant Vendor:

## Florida Terms of Use

| | |
|---|---|
| Accepted: | Yes, 05/15/2018 |
| Accepted By: | Bob Flowers |

## Contacts

View Contact List

## Locations

005 Corporate Office Status: AC Details

## [-] Commodity Codes

30121600 Asphalts
72141000 Highway and road construction services

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

Skip to Main Content

# Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

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Brevard COUNTY
Purchasing Services

**Purchasing Services**
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

# Asphaltic Concrete
# B-6-20-57
# July 28, 2020
# Addendum 1

**TO ALL PROSPECTIVE BIDDERS**

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

**CLARIFICATION TO QUESTIONS ASKED RECEIVED:**

1. **QUESTION:** Please provide additional information regarding performance bonds required over $100,000.00. How many projects will there be over $100,000.00 each year? What is the average dollar amount of each of these projects? Which bid items will the performance bonds pertain to?

1. **RESPONSE:** Performance Bonds will be required for streets that exceed $100,000 of cost under items collectively performed by one contractor. It is estimated that there are approximately 20 streets county-wide with an aggregate of $6.7 million in costs which meet this criteria.

2. **QUESTION:** On Page 8 Note No. 1 Contract Period of the Asphaltic Concrete Bid # B-6-20-57 Special Conditions it states "The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods". Is the Price Sheet for the Asphaltic Concrete Bid # B-6-20-57 for the first year of this agreement?

   **RESPONSE:** The price sheet included in the bid package is for the entire contract. The price sheet is based off of the API.

3. **QUESTION:** Will there be an opportunity to address cost increases for extended years?

   **RESPONSE:** The cost increases and/or decreases are based on the API. Increases and/or decreases are evaluated when a change of 5% occurs in either direction. The contractor(s) will send in a request to raise the cost. Additionally, if price adjustments are required, the criteria on the price adjustment sheet and FDOT Specs, Section 9-2.1.1 will be followed.

4. **QUESTION:** Is the FDOT Fuel & Bituminous Average Price Index in effect for this bid?

   **RESPONSE:** Yes, the FOT Fuel and Bituminous Average Price Index is used for this contract.

5. **QUESTION:** On Page 10 Note No. 8, of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Corrections on. "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020"". How does a Contractor get paid for these additional costs incurred for these unforeseen correction conditions?

2. **RESPONSE:** This is referring to the corrections in the pavement and not the base, there is no cost to the County.

6. **QUESTION:** On Page 11 Note No. 13 of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "The County will make award in accordance with General Conditions #23 on the following:..... What is General Conditions #23?

   **RESPONSE:** This statement is referring to the General Conditions, Terms, and Provisions located on Page 3, item # 23 – AWARDS.

7. **QUESTION:** On Page 12 Note No. 24 Estimated Quantities/Usages of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased. Brevard County Board of County Commissioners: Superpave 9.5 – 85,000 TONS; Superpave 12.5 – 15,000 TONS; FC12.5 – 25,000 TONS". How much of the Superpave 9.5 – 85,000 TONS are FOB at Plant?

   **RESPONSE:** None, this was based off of last year's performance, 85,000 Tons, this was asphalt placed on the roads.

8. **QUESTION:** On the Price Sheet the last bid item states "Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)" at a per ton price. Please provide the following information: How often will asphalt requiring fiber occur, the minimum tons that shall be required for each occurrence, and the allowable time-frame for procuring the fiber portion of the asphalt prior to placement?

   **RESPONSE:** Based on last year's production we installed 11,000 Tons of Asphalt. This was 4 projects. One Month time frame on the fiber procurement.

9. **QUESTION:** Are FDOT Composite Pay Factors in effect for this bid?

   **RESPONSE:** No, FDOT Composite Pay Factors are not in effect for this bid.

10. **QUESTION:** Please provide a breakdown of the overall annual quantities for each bid item that was performed during each of the last three (3) years. This will help us provide you with our most competitive bid.

**RESPONSE:** Please see table below:

| Asphalt Type | Year | Tons | SY |
|---|---|---|---|
| SP 9.5 | 18-19 | 58,000 | |
| SP 12.5 | 18-19 | 14,000 | |
| FC 12.5 | 18-19 | 30,000 | |
| FOB 9.5 | 18-19 | | |
| FC-5 | 18-19 | 0 | |
| | | | |
| SP 9.5 | 19-20 | 85,000 | |
| SP 12.5 | 19-20 | 15,000 | |
| FC 12.5 | 19-20 | 25,000 | |
| FOB 9.5 | 19-20 | 800 | |
| Milling | 19-20 | | 491,295 |
| FC 5 | 19-20 | 0 | |
| Speed Humps | 19-20 | 210 | |

11. **QUESTION:** Does the Contractor retain all the asphalt millings?

**RESPONSE:** Yes, the contractor retains all of the asphalt millings.

12. **QUESTION:** Will the County accept any milling material (which would contain base material, subgrade material, etc.) if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness?

**RESPONSE:** Yes, the County will accept any milling material if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness.

13. **QUESTION:** Will one contractor perform the asphalt milling for a particular roadway, parking lot, or bike path and another contractor perform the asphalt paving for this same roadway, parking lot, or bike path if one contractor is low on the asphalt milling item and another contractor is low on the asphalt paving item?

3. **RESPONSE:** One contractor would mill and pave. Typically, the contractor that is low after adding the two items together will be awarded the project.

14. **QUESTION:** Will one contractor perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed?

**RESPONSE:** Yes, one contractor will perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed.

15. **QUESTION:** Since there's not a bid line item for the fibers and only a limited amount has fibers, how should this be included in the tonnage price?

    **RESPONSE:** Please see Addendum 1 – Attachment B – Revised Price Sheet. The cost per ton to add fiber to the existing mix is location on the last line of the Revised Price Sheet. This line should reflect the cost to add the fiber to the existing mix. There are two companies that produce the fibers. The contractors should coordinate with the company of their choice to introduce the fiber into the mix. The cost per ton is the charge the contractor is charging for this process. The contractor is responsible for purchasing the fiber and installing it into the mix per manufacturer's recommendations.

16. **QUESTION:** What is the expected tonnage for the FC-5 and FC-9.5?

    **RESPONSE:** Currently, there are no projects scheduled requiring FC-5. For FC-9.5, we expect 1,000 tons.

17. **QUESTION:** The speed humps are calculated by the ton, what are the average length, width and height? Could they be bid by the linear foot?

    **RESPONSE:** Speed humps are typically 3 tons each. Contractors usually install the speed humps with a template. Please see Addendum 1 – Attachment A – Speed Hump Design

18. **QUESTION:** On the first page of the specifications, under Delivery, it states, "...to various locations in Brevard County, with inside delivery." Can you please provide further clarification on what is meant by "inside delivery"?

    **RESPONSE:** This statement is a general statement to reflect that the bid price should be "All inclusive to put the asphalt on the road per ton".

19. **QUESTION:** In the solicitation there is no reference to pricing being subject to adjustment in accordance with Florida Department of Transportation (FDOT) Bituminous Index. Does the county intend to include FDOT bituminous index adjustments in this contract?

    **RESPONSE:** Yes, the FDOT bituminous index adjustments will be used for this contract.

20. **QUESTION:** The Solicitation references delivery with FOB. Can you please clarify what is included in the FOB line item price?

    **RESPONSE:** FOB is only for the asphalt SP 9.5 picked up at the plant.

21. **QUESTION:** FDOT has locked the FDOT bituminous index at 1.9079 (unmodified binders) and 2.4637 (modified binder) for several months now due to complications from the COVID -19 virus pandemic. Should this contract incorporate a bituminous index adjustment, will future adjusts be based on the FDOT bituminous index at the time of bid?

    **RESPONSE:** Bids should be submitted with the FDOT bituminous index at the current rate. Adjustments will be made when the FDOT bituminous index increases or decreases by a minimum of 5%.

22. **QUESTION:** On page 5 bullet 45 of the solicitation describes if the contractor is not meeting production, the contract manager will notify the contractor to increase force. What is the minimum and maximum monthly production the bid should be based on?

    **RESPONSE:** We do not have a set schedule for the next year. What we have included is the estimated tons for the year. If we just take the projected 70 miles next year and divide it by 10, we are doing 7 miles per month. There will be times when the work load will increase because of additional projects such as the reclamation roads being completed at the same time we are doing resurfacing.

***Please note that the bid opening date and time remains August 6, 2020 @ 2:00pm.***

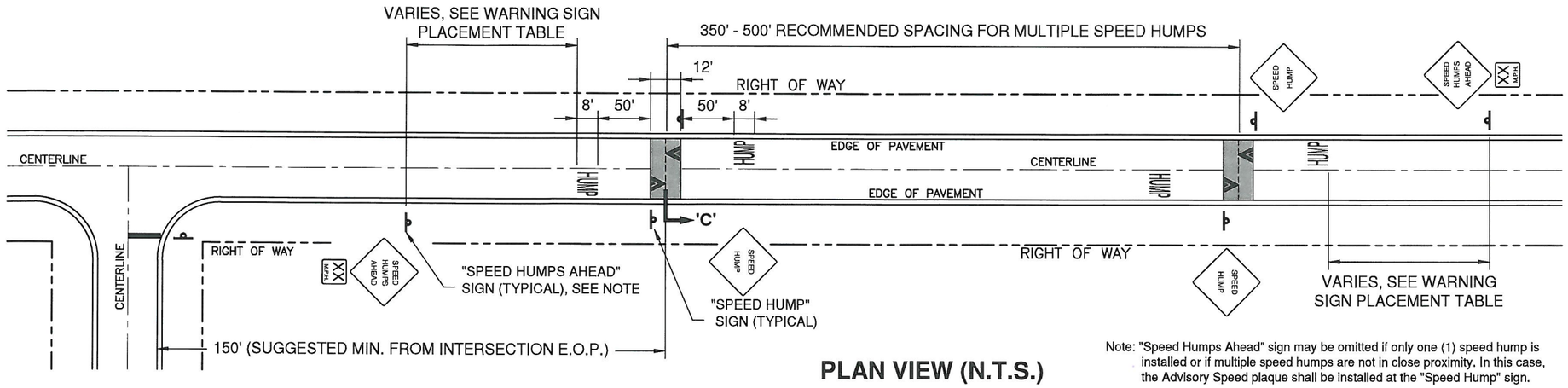
All other terms and conditions remain unchanged.

Sincerely,

Steven A. Darling, Jr.
Central Services Director

cc: file
Public Works

**END OF ADDENDUM 1**

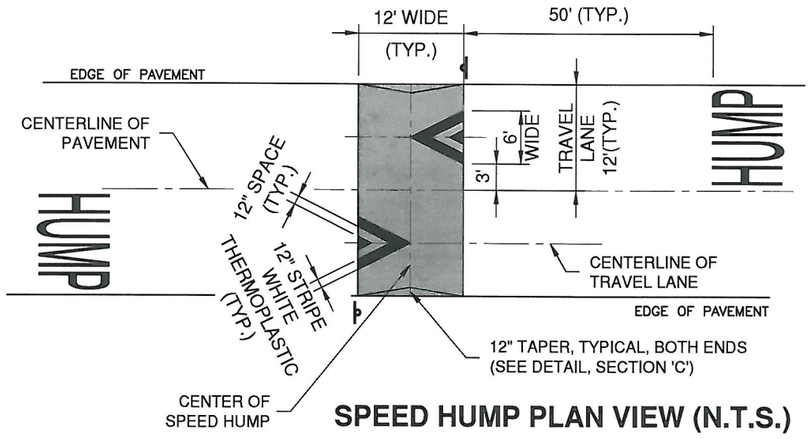



## PLAN VIEW (N.T.S.)

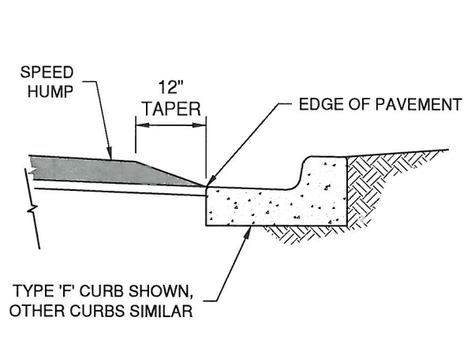
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

| WARNING SIGN PLACEMENT | |
|---|---|
| POSTED SPEED | MIN. DISTANCE FROM SIGN TO SIGN |
| 20 MPH | 75' |
| 25 MPH | 100' |
| 30 MPH | 125' |

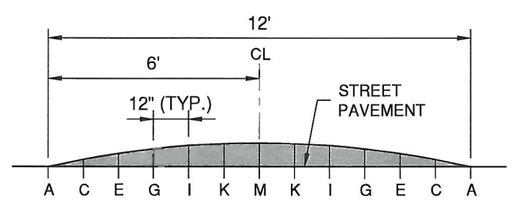
## WARNING SIGN PLACEMENT TABLE




## SPEED HUMP PLAN VIEW (N.T.S.)

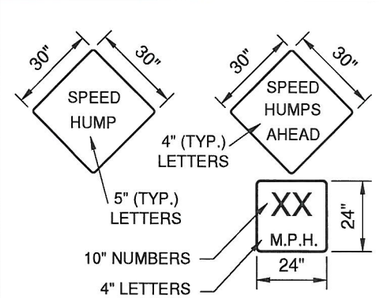



## SECTION 'C' (N.T.S.)



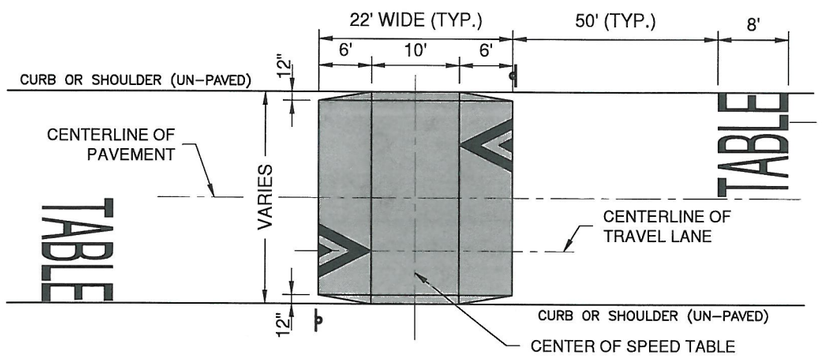

| SPEED HUMP THICKNESS TABLE | | | | | | | |
|---|---|---|---|---|---|---|---|
| DESIGN SPEED | A | C | E | G | I | K | M |
| 20 MPH | 0.0 | 0.9 | 1.7 | 2.3 | 2.7 | 2.9 | 3.0 |

## SPEED HUMP SECTION (N.T.S.)

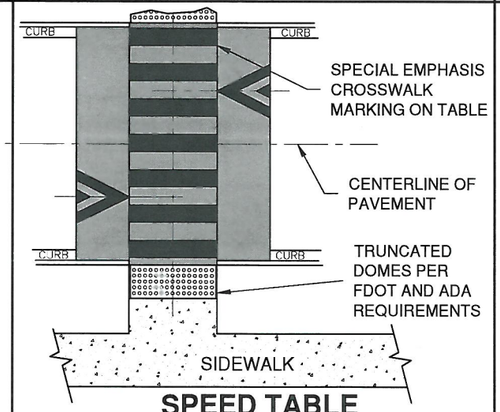



MUTCD REF. W17-1 (MODIFIED) AND W13-1

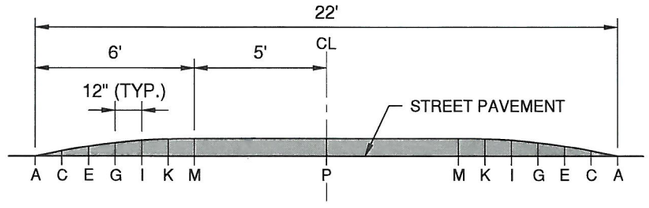
## SPEED HUMP SIGN DETAILS




## SPEED TABLE PLAN VIEW (N.T.S.)

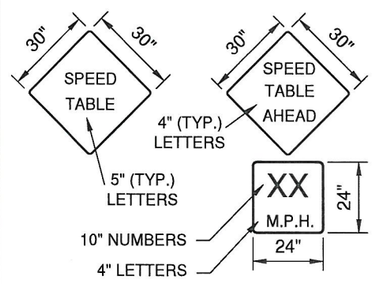



## SPEED TABLE WITH PEDESTRIAN CROSSING




| SPEED TABLE THICKNESS TABLE | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DESIGN SPEED | CENTER HEIGHT | A | C | E | G | I | K | M | P |
| 25 MPH | 3.5" TALL TABLE | 0.0 | 1.1 | 2.0 | 2.7 | 3.2 | 3.4 | 3.5 | 3.5 |
| 30 MPH | 3" TALL TABLE | 0.0 | 0.9 | 1.7 | 2.3 | 2.7 | 2.9 | 3.0 | 3.0 |

## SPEED TABLE SECTION (N.T.S.)




MUTCD REF. W17-1 (MODIFIED) AND W13-1

## SPEED TABLE SIGN DETAILS

DRAWN BY: S.D.
CHECKED BY: C. GUMM

| DATE: | REVISION: | BY: |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

PREPARED BY:
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
2725 JUDGE FRAN JAMIESON WAY, RM. 211, BLDG A, VIERA, FL 32940
Ph. (321) 633-2077, Fax. (321) 637-5471

PREPARED FOR:
PUBLIC WORKS DEPT.
BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: AUG 2016

APPROVED BY: CORRINA K. GUMM PE# 67564
DATE: 8-4-2016

SPEED HUMP DETAILS

SHEET: 01 OF 01

| **ASPHALTIC CONCRETE**<br>**BID # B-6-20-57** | **REVISED PRICE SHEET** | | | |
|---|---|---|---|---|
| **ASPHALTIC CONCRETE** | **DESCRIPTION** | **ROAD PAVING** | **PARKING LOTS** | **BIKE PATHS** |
| Superpave SP-9.5 | Vendor Delivered, Vendor Placed | $_____Ton | $_____Ton | $_____Ton |
| Superpave SP-12.5 | Vendor Delivered, Vendor Placed | $_____Ton | $_____Ton | $_____Ton |
| **FRICTION COURSE** | | **ROAD PAVING** | | |
| Friction Course FC-5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| Friction Course FC-9.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| Friction Course FC-12.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| SPEED HUMPS SP-9.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| LESS THAN 25 TN PATCHING SP-9.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| 25-50 TN PATCHING SP 9.5 | Vendor Delivered, Vendor Placed | $_____Ton | | |
| TACK FOB Gallon | FOB GALLON | $_____Gal | | |
| PRIME | Vendor Delivered, Vendor Placed | $_____SY | | |
| PRIM AND SAND | Vendor Delivered, Vendor Placed | $_____SY | | |
| SAND 3% HOT MIX | Vendor Delivered, Vendor Placed | $_____Ton | $_____SY | |
| HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5 | FOR PICK UP | $_____Ton | | |
| **TEMPORARY STRIPING** | **Vendor Schedules and Provides** | $_____L.F. | | |
| Night Work | Cost per ton | $_____Ton | | |
| Cost for Milling & Clean Up | SY 0-2,500 and under | $_____SY | | |
| | SY $2,501 - 5,000 | $_____SY | | |
| | SY 5,001 to 15,000 | $_____SY | | |
| | SY 15,001 and over | $_____SY | | |
| Asphalt Millings for Pickup FOB at Plant | | $_____Ton | | |
| Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY *** | | $_____Ton | | |

Plant Locations:_____

**ASPHALTIC CONCRETE**
**BID # B-6-20-57**

# REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No._____Dated_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / _____NO

---

*I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:*

VENDOR_____

ADDRESS_____

AUTHORIZED SIGNATURE _____

DATE_____

PRINTED SIGNATURE_____ _

FAX

TELEPHONE #_____ #_____

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

April 30, 2021

Ms. Debra Mallard
V.A. Paving Inc
2955 Lake Dr
Cocoa, FL 32926
Email: debra.mallard@vapaving.com

Dear Ms. Mallard,

This letter is to notify you of the intent to renew B-6-20-57, Asphaltic Concrete. The effective dates of this renewal will be 8/22/2021 to 8/21/2022.

If V.A. Paving Inc is interested in renewing this bid under the same terms, prices and conditions with the modification as indicated below, please respond by signing to the understanding of the renewal for B-6-20-57, Asphaltic Concrete. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

Acceptance of this renewal offer constitutes understanding that Brevard County requires all Contractors issued a Purchase Order to be enrolled in the U.S. Department of Homeland Security's (USDHS) E-Verify program. Brevard County requires confirmation that your company is a participating employer. Brevard County will verify your company's enrollment via the USDHS website. If unable to be located, Brevard County will request confirmation that your company has recently enrolled, via the Memorandum of Understanding, submitted to our office. Brevard County is unable to renew term agreements with any Contractor who does not participate in the E-Verify program.

I, Debra Mallard, of V.A. Paving Inc agree to renew subject contract through 08/21/22, under the terms, pricing and conditions as outlined above.

If V.A. Paving Inc is not interested in renewing this contract, please complete and sign the following statement:

I, _____, of V.A. Paving Inc do not agree to renew subject contract.

| | |
|---|---|
| Authorized Vendor Signature Debra Mallard, President | Date 05/04/21 |

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. **The certificates of insurance are required to be returned with your acceptance of this notice.** Brevard County reserves the right to re-bid all items on this bid if all items are not received for the renewal.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact Stephanie Reynolds, at 321-617-7390. **Please email your response within five (5) business days to Jackie Guadalupe at** jacquelyn.guadalupe@brevardfl.gov. Your timely attention to this matter is greatly appreciated.

Sincerely,

Steven A. Darling, Jr.
Central Services Director

ORIGINAL

# STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with V.A. Paving Inc. (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with BREVARD COUNTY - FL , said contract being identified as: Bid No. B-6-20-57, Asphaltic Contract (referred to as the "original government contract").

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

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

Time Period ("Term") of the Agreement:

Shall commence on August 22, 2020 through August 21, 2021 with two (2) one (1) year renewal options.

**a. Insurance Requirements:**

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE **(NOT APPLICABLE)**

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

**b. Any other provisions that will be modified:**

Paragraph 2, page 1 of original contract Brevard County Contract No. B-6-20-57 hereby is excluded from this agreement as follows:

GENERAL CONDITIONS #45, page 5

SUPERVISION OF CONTRACT PERFORMANCE: The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing be the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manger, shall within three (3) days increase the force, tools and equipment as needed to property perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

SCOPE OF SERVICES paragraph #3, page 10:
All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification be the agency, and within five business days' notice by the agency for any nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County (in this case City) reserves the right to move to the next available contractor.

SCOPE OF SERVICES paragraph #22, page 11:
If the Contractor does not arrive on site as scheduled, the County (in this case City) will provide the Contractor with 24- hours' notice that work will be acquired elsewhere. In the event that the County (in this case City) acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County (in this case City) incurs from the alternate supplier.

**c. Address change for the City of Cocoa:**

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa

Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

**d.** Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

**e.** Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

**f.** All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

**g.** This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

V. A. Paving, Inc.

Entered this 8th day of Sept.

Debra Mallard
(Print Name)

President
(Print Title)

9/8/2020

(Date)

**CITY OF COCOA**

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/10/2021

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

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

| | |
|---|---|
| **PRODUCER**<br>HUB International Florida<br>10739 Deerwood Park Blvd Ste 200<br>Jacksonville FL 32256 | **CONTACT NAME:** Jessica Silverman<br>**PHONE (A/C, No, Ext):** 904-446-3146 **FAX (A/C, No):** 904-396-7432<br>**E-MAIL ADDRESS:** Jessica.Silverman@hubinternational.com |
| | **INSURER(S) AFFORDING COVERAGE** — **NAIC #** |
| | **INSURER A :** Great American Insurance Company — 16691 |
| **INSURED** VAPAV-1<br>V.A. Paving, Inc.<br>P.O. Box 1046<br>Cocoa FL 32926 | **INSURER B :** Ascot Insurance Company — 23752 |
| | **INSURER C :** BITCO General Insurance Corporation — 20095 |
| | **INSURER D :** |
| | **INSURER E :** |
| | **INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 494070552 **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 | |
|---|---|---|---|---|---|---|---|---|
| C | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | | CLP3701117 | 12/31/2020 | 12/31/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Limited Jobsite Poll | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | | | CAP3701118 | 12/31/2020 | 12/31/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | TUU033030413 | 12/31/2020 | 12/31/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC3701865 | 12/31/2020 | 12/31/2021 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |
| B | Equipment Floater<br>Inland Marine | | | IMMA201000019102 | 12/31/2020 | 12/31/2021 | Rented/Leased p/Item<br>Rented/Leased Total | 500,000<br>700,000 |

**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 as respects to General Liability when required by written contract.

**CERTIFICATE HOLDER**

City of Cocoa
65 Stone Street
Cocoa FL 32922

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Bradford W. Burch

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V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

October 14, 2021

Abigail Morgan, P.E.
Public Works Assistant City Engineer
155 N. Wilson Ave.
Cocoa, FL 32922

RE: City of Cocoa Annual Paving - 2022

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

| Street | From | To | Milling Quantity | Milling unit cost | Asphalt Quantity | Unit | Asphalt Unit Price | Total |
|---|---|---|---|---|---|---|---|---|
| Iona Drive | End | End | 1472 | $5.00 | 121 | TN | $83.58 | $17,473.18 |
| Rice Drive | Michigan | Iona | 1457 | $5.00 | 120 | TN | $83.58 | $17,314.60 |
| Catawba Drive | Elon | Rice | 1491 | $5.00 | 123 | TN | $83.58 | $17,735.34 |
| Elon Drive | Catawba | Salem | 677 | $5.00 | 56 | TN | $83.58 | $8,065.48 |
| Salem Drive | Elon | Rice | 1095 | $5.00 | 90 | TN | $83.58 | $12,997.20 |
| Mercer Drive | End | Suwannee | 3441 | $3.00 | 284 | TN | $83.58 | $34,059.72 |
| Suwannee Drive | Clemson | Mercer | 1299 | $5.00 | 107 | TN | $83.58 | $15,438.06 |
| Clemson Drive | Michigan | End | 1626 | $5.00 | 134 | TN | $83.58 | $19,329.72 |
| N Sherwood | Sherwood | Sherwood | 2369 | $3.00 | 195 | TN | $83.58 | $23,405.10 |
| S Sherwood | Sherwood | Sherwood | 2557 | $3.00 | 211 | TN | $83.58 | $25,306.38 |
| W Sherwood | Sherwood | Sherwood | 2714 | $3.00 | 224 | TN | $83.58 | $26,863.92 |
| E Sherwood | Sherwood | Sherwood | 2752 | $3.00 | 227 | TN | $83.58 | $27,228.66 |
| Dartmouth Drive | Mercer | End | 1609 | $5.00 | 132 | TN | $83.58 | $19,077.56 |
| | | | | | | TN | | $0.00 |
| | | | | | | TN | | $0.00 |
| | | | | | | TN | | $0.00 |
| | | | | | | TN | | $0.00 |
| | | | | | | TN | | $0.00 |
| | | | | | | TOTAL | | $264,294.92 |

All roads to receive 1.5" of SP 9.5 asphalt.

Pricing includes 1 (one) mobilization.

All roads shall be ready for milling and paving operations prior to VA Paving beginning work.

V.A. Paving Inc

Jamie Bell
Estimator

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

October 20, 2021

Abigail Morgan, P.E.
Public Works Assistant City Engineer
155 N. Wilson Ave.
Cocoa, FL 32922

RE: City of Cocoa Annual Paving - 2022

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

| Street | From | To | Milling Quantity | Milling unit cost | Asphalt Quantity | Unit | Asphalt Unit Price | Total |
|---|---|---|---|---|---|---|---|---|
| Prospect Ave | Bristol | Highland | 2376 | $5.00 | 196 | TN | $83.58 | $28,261.68 |
| | | | | | | TOTAL | | $28,261.68 |

All roads to receive 1.5" of SP 9.5 asphalt.

Pricing includes 1 (one) mobilization.

All roads shall be ready for milling and paving operations prior to VA Paving beginning work.

V.A. Paving Inc

Jamie Bell
Estimator

**RESOLUTION NO. 2021-104**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT ANNUAL STREET PAVING PROGRAM CP-PW-11-PP IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF $7,443.40 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on October 13, 2020, the City Council approved entering into a piggyback agreement utilizing Brevard County Bid No. B6-20-57 to VA Paving Inc, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

**SECTION 1.**

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the project Annual Street Paving Program CP-PW-11-PP provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed $300,000

budgeted by the City Council for the Project inclusive of the $7,443.40 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of October, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-681

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-681 | **Type:** | Resolution | **Status:** | Multi-Year Contract |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/07/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** To Approve Task Order 2022-03 with Atlantic Development of Cocoa, Inc. for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, in the amount of $3,207,834.31; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $320,783.43 (10% of the Contract Amount) for a Total Project Cost of $3,528,617.74; To Approve a Resolution Amending the FY2022 Budget, BAF 22-010-A; To Authorize the City Manager to Approve the Attached Shared Cost Memo

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | TO-ATLANTIC DEV 2022-03 $3207834.31 - UT-ENGIN.pdf, T.O. Proposal (2022-03) Atlantic Dev $3,207,834.31 (09-03-2021) UT.pdf, WS16MM Quote Tabulation Sheet.pdf, Recommendation of Award to City 9.22.21.pdf, Contingency Resolution.doc, Pluckebaum Road and Marlin Manor Water Main Improvements Project Values.pdf, BAF 22-010-A-UT-Main Improv Project (10-26-21) Agenda 21-682.pdf, Budget Resolution FY 2022-ADA Compliant.docx, Executed Interlocal_ Pluckebaum_Marlin Manor Project.pdf, COI-Exp 4.23.22.pdf, CO Marlin Manor Shared Cost Memo - Signed.pdf, Rockledge City Council Regular Meeting Minutes 2021-09-22.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | pdavis@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

**File Number: 21-681**

# Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

| General Contractor - Utility Systems | 2022-03 |
|---|---|
| Name of CSA (Continuing Service Agreement) | TASK ORDER NUMBER |

Date: 10/07/21 City Bid Number: RFQ-20-18-COC AMOUNT: $ 3,207,834.31

Vendor Name: Atlantic Development of Cocoa, Inc. Quote/Proposal Number: 2022-03

Dept. Number/Division Name: Utilities/Engineering

Project Name: Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project Number: WS16MM

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

**AMENDMENT**

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

The water main portion of the project involves the replacement of approximately 8,000 linear feet of water main within the Marlin Manor subdivision, 1,500 linear feet of water main along Revilla Lane, and the installation of 5,000 linear feet of water main along Pluckebaum Road.

The force main portion of the project involves the installation of approximately 4,000 linear feet of force main by directional drill on Pluckebaum Road from Clearlake Road to Fiske Boulevard.

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

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

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

Peter Davis Digitally signed by Peter Davis Date: 2021.10.07 14:16:39 -04'00'

Requestor

Stockton Whitten Digitally signed by Stockton Whitten Date: 2021.10.14 09:03:44 -04'00'

Department Director

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

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2022-03

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Stockton Whitten Digitally signed by Stockton Whitten Date: 2021.10.14 09:03:44 -04'00'

Purchasing & Contracts Division Manager

Stockton Whitten Digitally signed by Stockton Whitten Date: 2021.10.14 09:03:44 -04'00'

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

Atlantic Development of Cocoa, Inc.

# City of Cocoa
# Pluckebaum Road and Marlin Manor Water Improvements

## AND

# City of Rockledge
# Pluckebaum Road Force Main

## JOINT PROJECT

Glenn Grignon
ggrignon@atlanticdevelopmentofcocoa.com
C: (321)403-4896

2185 West King Street
Cocoa, FL 32926
P: (321) 639-8788 | F: (321) 639-0936

# SECTION 00300 - QUOTE FORM

## Pluckebaum Road and Marlin Manor
## Water Main and Force Main Improvements
## City of Cocoa

Proposal of Atlantic Development of Cocoa, Inc.
(Name)
2185 West King Street, Cocoa, Florida 32926
(Address)

to furnish all materials, service, equipment, and labor required, for Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements as specified in the quote documents.

The undersigned 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.

| | |
|---|---|
| TOTAL BASE QUOTE | $ 3,207,834.31 |

Three million two hundred seven thousand eight hundred thirty four dollars and thirty one cents Dollars
(Grand Total Written in words)

| | |
|---|---|
| TOTAL ALTERNATIVE QUOTE | $ 373,817.83 |

Three hundred seventy three thousand eight hundred seventeen dollars and eighty three cents Dollars
(Grand Total Written in words)

**FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.**

The undersigned also agrees as follows:

1) The undersigned also agrees to commence the work with an adequate force and equipment

**CITY OF COCOA**
**PLUCKEBAUN ROAD AND MARLIN MANOR**
**WATER MAIN AND FORCE MAIN IMPROVEMENTS**
**QUOTE FORM**

| ITEM # | DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| | **PART A - WATER MAIN CONSTRUCTION (BASE BID)** | | | | |
| 1 | Mobilization/Demobilization **(<2% of total Bid for Part A)** | 1 | LS | $ 46,650.00 | $ 46,650.00 |
| 2 | Pre-Construction Video **(for Part A work only)** | 1 | LS | $ 2,500.00 | $ 2,500.00 |
| 3 | Traffic Control **(for Part A work only)** | 1 | LS | $ 42,546.00 | $ 42,546.00 |
| 4 | Soil and Erosion **(for Part A work only)** | 1 | LS | $ 5,500.00 | $ 5,500.00 |
| 5 | 8" DIP, Installed via Open Cut | 2,400 | LF | $ 88.20 | $ 211,680.00 |
| 6 | 8" C-900 PVC, Installed via Open Cut | 3,600 | LF | $ 63.70 | $ 229,320.00 |
| 7 | 8" C-900 FPVC, Installed via Horizontal Directional Drill | 500 | LF | $ 108.52 | $ 54,260.00 |
| 8 | 6" DIP, Installed via Open Cut | 825 | LF | $ 79.85 | $ 65,876.25 |
| 9 | 6" PVC, Installed via Open Cut | 7,365 | LF | $ 52.10 | $ 383,716.50 |
| 10 | 4" DIP, Installed via Open Cut | 325 | LF | $ 88.35 | $ 28,713.75 |
| 11 | 4" PVC, Installed via Open Cut | 360 | LF | $ 46.00 | $ 16,560.00 |
| 12 | 8" MJ Gate Valve | 12 | EA | $ 3,065.00 | $ 36,780.00 |
| 13 | 6" MJ Gate Valve | 33 | EA | $ 2,250.00 | $ 74,250.00 |
| 14 | 4" MJ Gate Valve | 5 | EA | $ 2,000.00 | $ 10,000.00 |
| 15 | 8" Line Stop | 1 | EA | $ 10,500.00 | $ 10,500.00 |
| 16 | 6" Line Stop | 3 | EA | $ 8,490.00 | $ 25,470.00 |
| 17 | 4" Line Stop | 4 | EA | $ 6,500.00 | $ 26,000.00 |
| 18 | Tie in with 20" x 8" tap and sleeve | 2 | EA | $ 16,225.00 | $ 32,450.00 |
| 19 | Tie in with 24" x 8" tap and sleeve | 0 | EA | $ 18,455.00 | $ - |
| 20 | Tie in with 6" x 6" tap and sleeve | 1 | EA | $ 8,565.00 | $ 8,565.00 |
| 21 | Blow-Off Assembly | 2 | EA | $ 3,200.00 | $ 6,400.00 |
| 22 | DI Fittings | 10 | TN | $ 15,296.35 | $ 152,963.50 |
| 23 | 3/4" Single Short Water Service | 115 | EA | $ 1,105.90 | $ 127,178.50 |
| 24 | 3/4" Single Ling Water Service | 90 | EA | $ 1,648.95 | $ 148,405.50 |
| 25 | Fire Hydrant Assembly | 22 | EA | $ 7,785.00 | $ 171,270.00 |
| 26 | Grout Fill and Abandon 6" Water Main | 9,555 | LF | $ 12.00 | $ 114,660.00 |
| 27 | Grout Fill and Abandon 4" Water Main | 1,345 | LF | $ 12.00 | $ 16,140.00 |
| 28 | Remove/Salvage Hydrant | 10 | EA | $ 500.00 | $ 5,000.00 |
| 29 | Remove/Replace 4" Thick Concrete Sidewalk/ Ramp | 1,050 | SY | $ 48.00 | $ 50,400.00 |
| 30 | Remove/Replace 6" Thick Concrete Driveway | 2,260 | SY | $ 51.25 | $ 115,825.00 |
| 31 | Remove/Replace Concrete Curb | 705 | LF | $ 55.00 | $ 38,775.00 |
| 32 | Mill and Overlay Asphalt Road | 7,745 | SY | $ 15.00 | $ 116,175.00 |
| 33 | Open Cut and Repair Asphalt Road | 2,345 | SY | $ 32.85 | $ 77,033.25 |
| 34 | Remove and Reinstall Mail Box | 50 | EA | $ 100.00 | $ 5,000.00 |
| 35 | Remove and Reinstall Wood Fence | 90 | LF | $ 50.00 | $ 4,500.00 |
| 36 | Single White line Thermoplastic Striping | 3,500 | LF | $ 2.00 | $ 7,000.00 |
| 37 | Double Yellow Line Thermoplastic Striping | 2,600 | LF | $ 4.00 | $ 10,400.00 |
| 38 | Crosswalk Thermoplastic Striping | 565 | LF | $ 10.00 | $ 5,650.00 |
| 39 | 24" Wide Stop Bar Thermoplastic Striping | 15 | EA | $ 150.00 | $ 2,250.00 |
| 40 | Traffic Arrow Thermoplastic Marking | 10 | EA | $ 150.00 | $ 1,500.00 |
| 41 | Testing Allowance | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| 42 | As-Built Survey **(for Part A work only)** | 1 | LS | $ 87,750.00 | $ 87,750.00 |
| 43 | Post-Construction Video **(for Part A work only)** | 1 | LS | $ 2,500.00 | $ 2,500.00 |
| | | | | **SUBTOTAL PART A** | $ 2,588,113.25 |

**CITY OF COCOA**
**PLUCKEBAUN ROAD AND MARLIN MANOR**
**WATER MAIN AND FORCE MAIN IMPROVEMENTS**
**QUOTE FORM**

| ITEM # | DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| | **PART B - FORCE MAIN CONSTRUCTION (BASE BID)** | | | | |
| 1 | Mobilization/Demobilization **(<2% of total Bid for Part B)** | 1 | LS | $ 10,140.00 | $ 10,140.00 |
| 2 | Grassing/Seeding | 760 | SY | $ 4.05 | $ 3,078.00 |
| 3 | Asphalt Remove and Replace Pavement (trench repair) | 70 | SY | $ 68.60 | $ 4,802.00 |
| 4 | Asphalt Pavement - Milling & Resurfacing (final course) | 170 | SY | $ 15.00 | $ 2,550.00 |
| 5 | Grout Fill and Abandon Existing 4" Force Main | 1,230 | LF | $ 15.00 | $ 18,450.00 |
| 6 | 10" HDPE Pipe (FM), Installed via HDD #2 & HDD #3 | 2,360 | LF | $ 105.00 | $ 247,800.00 |
| 7 | 10" PVC Pipe (FM), Installed via Open-Cut | 80 | LF | $ 123.40 | $ 9,872.00 |
| 8 | 10" MJ Solid Sleeve (FM) | 3 | EA | $ 2,016.85 | $ 6,050.55 |
| 9 | 8" MJ Solid Sleeve (FM) | 1 | EA | $ 1,800.00 | $ 1,800.00 |
| 10 | 10" HDPE Adapter (FM) | 4 | EA | $ 2,415.00 | $ 9,660.00 |
| 11 | 10" x 4" MJ Tee (FM) | 1 | EA | $ 2,511.85 | $ 2,511.85 |
| 12 | 10" Restrained Joint (FM) | 2 | EA | $ 500.00 | $ 1,000.00 |
| 13 | 8" Restrained Joint (FM) | 2 | EA | $ 500.00 | $ 1,000.00 |
| 14 | 10" x 8" MJ Reducer (FM) | 2 | EA | $ 5,280.00 | $ 10,560.00 |
| 15 | 8" x 6" MJ Tee (FM) | 1 | EA | $ 1,932.45 | $ 1,932.45 |
| 16 | 2" ARV | 3 | EA | $ 10,250.00 | $ 30,750.00 |
| 17 | 8" MJ 22.5 ◦ Bend (FM) | 2 | EA | $ 1,466.00 | $ 2,932.00 |
| 18 | 8" MJ 45◦ Bend (FM) | 2 | EA | $ 1,466.00 | $ 2,932.00 |
| 19 | 6" MJ 45◦ Bend (FM) | 2 | EA | $ 1,300.00 | $ 2,600.00 |
| 20 | 8" HDPE Adapter (FM) | 2 | EA | $ 1,624.85 | $ 3,249.70 |
| 21 | 8" x 6" MJ Reducer (FM) | 1 | EA | $ 1,240.00 | $ 1,240.00 |
| 22 | Connect to existing System w/ 8"x8" cutting-In Tee & 8" Gate Valve | 1 | LS | $ 18,768.36 | $ 18,768.36 |
| 23 | 8" HDPE Pipe (FM), Installed via HDD #1 | 1,325 | LF | $ 103.55 | $ 137,203.75 |
| 24 | 8" PVC pipe (FM), Installed via Open-Cut, incl. Trench Safety | 200 | LF | $ 105.69 | $ 21,138.00 |
| 25 | Remove 4" PVC to make new connection | 10 | LF | $ 100.00 | $ 1,000.00 |
| 26 | 6" PVC Pipe (FM), Installed via Open-Cut | 263 | LF | $ 52.10 | $ 13,702.30 |
| 27 | 4" PVC Pipe (FM), Installed via Open-Cut | 10 | LF | $ 46.00 | $ 460.00 |
| 28 | 10" MJ Gate Valve (FM) | 1 | EA | $ 4,530.00 | $ 4,530.00 |
| 29 | 6" MJ Gate Valve (FM) | 2 | EA | $ 2,346.95 | $ 4,693.90 |
| 30 | 6" MJ Plug (FM) | 2 | EA | $ 1,322.45 | $ 2,644.90 |
| 31 | 4" MJ Solid Sleeve (FM) | 1 | EA | $ 1,055.00 | $ 1,055.00 |
| 32 | 4" Restrained Joint (FM), on existing pipe | 1 | EA | $ 1,205.00 | $ 1,205.00 |
| 33 | 4" MJ Gate Valve (FM) | 1 | EA | $ 2,000.00 | $ 2,000.00 |
| 34 | 4" MJ Plug (FM) | 1 | EA | $ 1,083.00 | $ 1,083.00 |
| 35 | 4" MJ 90◦ Bend (FM) | 1 | EA | $ 1,020.00 | $ 1,020.00 |
| 36 | Silt Fence | 655 | LF | $ 3.55 | $ 2,325.25 |
| 37 | Remove and Replace Existing Palm Tree | 8 | EA | $ 500.00 | $ 4,000.00 |
| 38 | Inlet Erosion Protection | 1 | EA | $ 1,500.00 | $ 1,500.00 |
| 39 | MOT / Temp. Traffic Control (Sta. 0+81 to Sta. 4+6 incl. HDD Pit) | 1 | LS | $ 4,688.35 | $ 4,688.35 |
| 40 | MOT / Temp. Traffic Control (HDD Pit Sta. 18+00) | 1 | LS | $ 4,688.35 | $ 4,688.35 |
| 41 | MOT / Temp. Traffic Control (HDD Pit Sta. 28+00) | 1 | LS | $ 4,688.35 | $ 4,688.35 |
| 42 | MOT / Temp. Traffic Control (42+26 to 42 + 96 incl. HDD Pit & Tie-In) | 1 | LS | $ 8,216.00 | $ 8,216.00 |
| 43 | Testing Allowance | 1 | LS | $ 2,100.00 | $ 2,100.00 |
| 44 | Law Enforcement Allowance (for tie-in & restoration at Fiske Blvd.) | 1 | LS | $ 2,100.00 | $ 2,100.00 |
| | | | | **SUBTOTAL PART B** | $ 619,721.06 |
| | | | | **BASE BID GRAND TOTAL (PART A + PART B)** | $ 3,207,834.31 |

**CITY OF COCOA**
**PLUCKEBAUN ROAD AND MARLIN MANOR**
**WATER MAIN AND FORCE MAIN IMPROVEMENTS**
**QUOTE FORM**

| ITEM # | DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| | **PART C - WATER MAIN CONSTRUCTION (ADDITIVE ALTERNATE BID)** | | | | |
| 1 | Pre-Construction Video **(for Part C work only)** | 1 | LS | $ 2,500.00 | $ 2,500.00 |
| 2 | Traffic Control **(for Part C work only)** | 1 | LS | $ 8,514.85 | $ 8,514.85 |
| 3 | Soil and Erosion Control **(for Part C work only)** | 1 | LS | $ 2,355.00 | $ 2,355.00 |
| 4 | 8" DIP, Installed via Open Cut | 95 | LF | $ 84.25 | $ 8,003.75 |
| 5 | 8" C-900 PVC, Installed via Open Cut | 2,920 | LF | $ 84.25 | $ 246,010.00 |
| 6 | 8" MJ Gate Valve | 6 | EA | $ 2,925.00 | $ 17,550.00 |
| 7 | 8" Line Stop | 1 | EA | $ 10,850.00 | $ 10,850.00 |
| 8 | Blow-Off Assembly | 1 | EA | $ 5,361.40 | $ 5,361.40 |
| 9 | DI Fittings | 0.5 | TN | $ 20,805.66 | $ 10,402.83 |
| 10 | Remove/Replace Concrete Curb | 20 | LF | $ 100.00 | $ 2,000.00 |
| 11 | Mill and Overlay Asphalt Road | 915 | SY | $ 18.00 | $ 16,470.00 |
| 12 | Open Cut and Repair Asphalt Road | 140 | SY | $ 155.00 | $ 21,700.00 |
| 13 | Double Yellow Line Thermoplastic Striping | 100 | LF | $ 4.00 | $ 400.00 |
| 14 | 24" Wide Stop Bar thermoplastic Striping | 1 | EA | $ 150.00 | $ 150.00 |
| 15 | As-Built Survey **(for Part C only)** | 1 | LS | $ 19,050.00 | $ 19,050.00 |
| 16 | Post-construction Video **(for Part C work only)** | 1 | LA | $ 2,500.00 | $ 2,500.00 |
| | **ADDITIVE ALTERNATE BID TOTAL PART C** | | | | $ 373,817.83 |

Submitted By: Glenn Grignon
Contractor: Atlantic Development of Cocoa, Inc.
Address: 2185 West King St., Cocoa, FL 32926
Telephone: (321) 639-8788 Fax: (321) 639-0936
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Charles Zecman License No.: CUC056903

within thirty (30) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work shall be substantially complete (i.e. ready for final inspection) within 270 calendar days from issuance of Notice to proceed and additional 30 calendar days for final completion.

2) The Contractor shall procure and shall maintain the insurance requirement during the life of this Contract.

3) The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of Five Hundred Dollars ($500.00) per calendar day.

Atlantic Development of Cocoa, Inc.
(Company or Corporation Name)

2185 West King Street
(Street or P.O. Box)

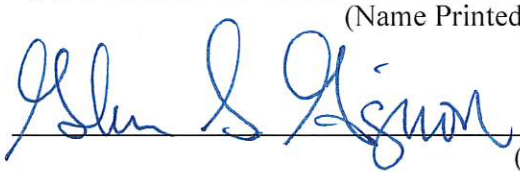
Cocoa, Florida 32926
(City, State and Zip Code)

(321) 639-8788
(Area Code and Phone Number)

(321) 639-0936
(Area Code and Fax Number)

ggrignon@atlanticdevelopmentofcocoa.com
(Email Address)

By: Glenn Grignon - Vice President
(Name Printed and Title)


(Signature)

# SECTION 00330 - LISTING OF SUBCONTRACTORS

The Contractor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful quoter shall not substitute subcontractors without approval from the Engineer.

| SUBCONTRACTOR | COMPANY NAME ADDRESS & PHONE NUMBER | REFERENCES |
|---|---|---|
| Horizontal Directional Drill for Water Main | Name : K3 Directional Drilling, Inc. | 1. |
| | Address: 7857 SW Ellipse Way | 2. |
| | City: Stuart | |
| | State: FL Zip: 34997 | |
| | Phone: (772) 600-7118 | 3. |
| Horizontal Directional Drill for Force Main | Name: K3 Directional Drilling, Inc. | 1. |
| | Address : 7857 SW Ellipse Way | 2. |
| | City : Stuart | |
| | State: FL Zip: 34997 | |
| | Phone: (772) 600-7118 | 3. |
| Asphalt | Name: VA Paving, Inc. | 1. |
| | Address: 2955 Lake Drive | 2. |
| | City: Cocoa | |
| | State: FL Zip: 32926 | 3. |
| | Phone: (321) 636-2565 | |
| Water Main Installation | Name: Atlantic Developemt of Cocoa, Inc. | 1. |
| | Address : 2185 W. King St. | 2. |
| | City : Cocoa | |
| | State: FL Zip: 32926 | |
| | Phone: (321) 639-8788 | 3. |
| Water Main Tapping | Name: Atlantic Development of Cocoa, Inc. | 1. |
| | Address :2185 W. King St. | 2. |
| | City : Cocoa | |
| | State: FL Zip: 32926 | |
| | Phone: (321) 639-8788 | 3. |

| | | |
|---|---|---|
| Water Main Linestops | Name: Rangeline Tapping Services | 1. |
| | Address : 7526 Westport Place | 2. |
| | City : West Palm Beach | |
| | State: FL Zip: 33413 | |
| | Phone: (561) 623-8208 | 3. |
| Water Main Chlorination | Name: Atlantic Development of Cocoa, Inc. | 1. |
| | Address : 2185 W. King St. | 2. |
| | City : Cocoa | |
| | State: FL Zip: 32926 | |
| | Phone: (321) 639-8788 | 3. |
| Water Main Bacteriological Testing | Name: Aquatest Services, Inc | 1. |
| | Address : 597 CHIPPEWA AVE | |
| | City : Palm Bay | 2. |
| | State: FL Zip: 32907 | |
| | Phone: (321) 728-5789 | 3. |

# SECTION 00675 - FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCHARGE STATEMENT MANDATORY

Contractor acknowledges that included in the various items of the proposal and in the Total Quote Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs to be summarized below.

| | ITEM | TRENCH SAFEY MEASURE (DESCRIPTION) | UNIT OF MEASURE | UNIT | UNIT COST | EXTEDED COST |
|---|---|---|---|---|---|---|
| A | | Trench Box | EA | 3 | $5,500.00 | $16,500.00 |
| B | | | | | | |
| C | | | | | | |
| D | | | | | | |

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the Quote to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluate and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Atlantic Development of Cocoa, Inc.
Name of Firm

Authorized Signature

Date: 09/02/2021

This document shall be submitted with the Quote packet. Failure to complete the above may result in the Quote being declared non-responsive.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Atlantic Development of Cocoa, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Atlantic Development of Cocoa, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Glenn Grignon

Date: 09/02/2021

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09/02/2021 (date) by Glenn Grignon (name of officer or agent, title of officer or agent) of Atlantic Development of Cocoa.Inc. (name of corporation acknowledging) , a state (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Dennis R Johnson

Name typed, printed or stamped

My Commission Expires: 01/18/2022

DENNIS R JOHNSON
Notary Public - State of Florida
Commission # GG 176905
My Comm. Expires Jan 18, 2022
Bonded through National Notary Assn.

**Company ID Number:** 774066

## Approved by:

| **Employer**<br>Atlantic Development of Cocoa Inc. | |
|---|---|
| Name (Please Type or Print)<br>Glenn S Grignon | Title |
| Signature<br>Electronically Signed | Date<br>04/16/2014 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>04/16/2014 |

E-Verify

**Company ID Number:** 774066

| Information Required for the E-Verify Program<br><br>**Information relating to your Company:** | |
|---|---|
| Company Name | Atlantic Development of Cocoa Inc. |
| Company Facility Address | 2185 West King Street<br>Cocoa, FL 32926 |
| Company Alternate Address | |
| County or Parish | BREVARD |
| Employer Identification Number | 593357333 |
| North American Industry Classification Systems Code | 237 |
| Parent Company | |
| Number of Employees | 10 to 19 |
| Number of Sites Verified for | 1 |

**Company ID Number:** 774066

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

| | |
|---|---|
| FLORIDA | 1 site(s) |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2021

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

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

| | |
|---|---|
| PRODUCER<br>Baldwin Krystyn Sherman Partners LLC<br>1115 Bartow Rd<br>Lakeland FL 33801<br>License#: L002281 | CONTACT NAME: Angel McGhee<br>PHONE (A/C, No, Ext): 863-284-3015 FAX (A/C, No): 863-682-6292<br>E-MAIL ADDRESS: Angel.McGhee@bks-partners.com |
| INSURED<br>ATLADEV-01<br>Atlantic Development of Cocoa, Inc.<br>2185 W. King Street<br>Cocoa FL 32926 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : The Continental Insurance Co — 35289<br>INSURER B : Transportation Insurance Compa — 20494<br>INSURER C : Markel Insurance Company — 38970<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 1289129230 **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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | 6076576360 | 4/23/2021 | 4/23/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY<br>X PIP | Y | Y | BUA6076576391 | 4/23/2021 | 4/23/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | X UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CUE6076576388 | 4/23/2021 | 4/23/2022 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 4,000,000<br>$ 4,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | WC6083180052 | 4/18/2021 | 4/18/2022 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |
| C | Rented or Leased Equipment | | | MKLM3IM0051194 | 4/23/2021 | 4/23/2022 | $400,000 Limit 1%/$1,000 Deductible | |

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

City of Cocoa is included as additional insured in respects to general liability and auto liability as required by written contract. Waiver of subrogation applies to additional insured for general liability, auto liability and workers' compensation.

**CERTIFICATE HOLDER**

City of Cocoa
351 Shearer Blvd
Cocoa FL 32922
USA

**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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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2021

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

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

| | |
|---|---|
| PRODUCER<br>Baldwin Krystyn Sherman Partners LLC<br>1115 Bartow Rd<br>Lakeland FL 33801<br>License#: L002281 | CONTACT NAME: Angel McGhee<br>PHONE (A/C, No, Ext): 863-284-3015 FAX (A/C, No): 863-682-6292<br>E-MAIL ADDRESS: Angel.McGhee@bks-partners.com |
| INSURED<br>Atlantic Development of Cocoa, Inc.<br>2185 W. King Street<br>Cocoa FL 32926<br>ATLADEV-01 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : The Continental Insurance Co 35289<br>INSURER B : Transportation Insurance Compa 20494<br>INSURER C : Markel Insurance Company 38970<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 446407383 **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<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | Y | | 6076576360 | 4/23/2021 | 4/23/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X PIP | | | BUA6076576391 | 4/23/2021 | 4/23/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | X UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CUE6076576388 | 4/23/2021 | 4/23/2022 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 4,000,000<br>$ 4,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC6083180052 | 4/18/2021 | 4/18/2022 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |
| C | Rented or Leased Equipment | | | MKLM3IM0051194 | 4/23/2021 | 4/23/2022 | $400,000 Limit<br>1%/$1,000 Deductible | |

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

Certificate holder is named as additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

**CERTIFICATE HOLDER**

City of Rockledge
1600 Huntington Lane
Rockledge FL 32955
USA

**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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# Addendum 1

| | | | |
|---|---|---|---|
| Project Name: | City of Cocoa Pluckebaum Road and Marlin Manor Water Main Improvements and City of Rockledge Pluckebaum Road Force Main Joint Project | | |
| Client: | City of Cocoa | | |
| Project Location: | Rockledge, FL | Client Representative: | Peter Davis, E.I. |
| Project Number: | 1000704-172109.01 | Mead & Hunt, Inc. Manager: | David King, P.E. |
| Date: | August 27, 2021 | Mead & Hunt Inc. Phone: | 386-761-6810 |

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

QUESTIONS

I. **Question:** Are there only 3 contractors submitting quotes?

**Response:** Quotes were requested only from Cocoa's Contractors of Record: Atlantic Development of Cocoa, Danus Utilities, and Southern Underground Industries

II. **Question:** Given the recent price increases for PVC piping, is the City of Cocoa and the City of Rockledge willing to allow payment for stored materials?

**Response:** The City of Cocoa will not allow payment for stored materials. The City of Rockledge will allow payment for stored materials.

III. **Question:** Which agency controls the traffic signals at the intersection of Fiske and Pluckebaum and the intersection of Fiske and Revilla?

**Response:** Brevard County maintains the signal via agreement with City of Rockledge who has a maintenance agreement with FDOT. Contractor shall be required to coordinate with Brevard County Traffic Operations. Mead & Hunt will assist with any coordination, such as approval of temporary signal controls, with FDOT as needed.

IV. **Question:** What is the size of the existing water main stemming off from the existing 6" main at the intersection of Fiske and Pluckebaum? What is the size of the existing water main stemming off from the existing 6" main at the intersection of Fiske and Revilla?

**Response:** 2” and 6”, respectively.

V. **Question:** Is a bid bond required?

**Response:** A bid bond is not required.

VI. **Question:** Will FDOT require a pre-construction meeting? Will trench shoring be required?

**Response:** FDOT typically does not require pre-construction meetings for utility work. It should be noted that work within the FDOT ROW that impacts the Fiske travel lanes can only begin following the completion of FDOT Project 441020-1 as required by the FDOT permit. FDOT’s current estimated date of completion is 1/17/2022, subject to change. Trench shoring should be utilized to comply with OSHA and other applicable requirements. Trench area in FDOT right-of-way should be controlled so not to affect MOT and trench area will have to be restored to FDOT requirements.

VII. **Question:** Will the City of Rockledge accept air release valve enclosures that are above-grade in place of the currently specified below-grade concrete vaults?

**Response:** Contractor’s bid price shall reflect the below grade concrete vaults as shown on the plans and described in the specifications. The City of Rockledge may consider above grade air releases after the bid award.

VIII. **Question:** Is the Clearlake Road extension an acceptable material laydown area? Is the plot between 1119 Manatee Dr and 1075 Marlin Dr an acceptable material laydown area? Is the City of Rockledge Park north of the Sierra Lakes Subdivision an acceptable laydown area?

**Response:** Yes to all with condition that contractor coordinate use of Clearlake Road extension area work with Harvest Landings construction and provide a drawing or sketch of proposed laydown area(s), call-out of entrance/exit points and any security features, and time durations for use of the area.

IX. **Question:** In regards to the pavement milling & resurfacing, the plan sheet notes call out “FC SP 12.5 Asphalt” … is it FC or SP? I am assuming the Pluckebaum sections would be SP because of the speed limit, but Fiske is FDOT. Looking for clarification.

**Response:** Finish/resurfacing asphalt course on Brevard County and City of Rockledge roadways is to be SP-12.5. Finish/resurfacing asphalt course on FDOT roadway (Fiske Blvd) is to be FC-12.5.

X. **Question:** Is there a profile view for the HDD on Revilla Ln. Plan view is sheet 44 & 45 but there is no profile view. The 2 services around sta. 2+00 will be off the HDD and may be considerably deep depending on profile.

**Response:** There is no design profile. HDD profile shall be as required to maintain required separation from existing utilities/storm facilities. To address the potential issue with being able to connect services to a deep HDD, Contractor shall relocate tie-in locations for services to Lots #1065 and #1066 west of the concrete apron at Lot #1062. Water meters at Lots of #1065 and #1065 are to be installed to the eastern property lines. Customer piping shall be extended to new water meter location utilizing a licensed plumber. Customer piping at Lot #1065 is negligible. The service to Lot #1066 shall be considered a long side service to account for the additional cost of extending the customer side piping.

END OF ADDENDUM

SANDERSON PIPE CORPORATION

DATE: August 31, 2021

TO: Sanderson Pipe Customers

FROM: Sales Department

RE: Hurricane Ida Impact

---

Due to the uncertainties created by Hurricane Ida, effective immediately Sanderson Pipe will not be accepting new orders. This course of action is necessary until we have a better understanding of the impact Hurricane Ida has on raw material availability and delivery. Despite ongoing challenges with raw material supply, limited inventory, and manpower availability, we are committed to shipping our current orders. In our effort to best service customers, we find it necessary to take this drastic step until further notice.

All denied orders will be subject to price and availability at time of future order acceptance.

Our thoughts and prayers are with those directly impacted by the hurricane. Sanderson Pipe greatly appreciates your understanding and continued support during these challenging times.

Texas
PO Box 41367
Houston, TX 77241
281.448.9463 (main)
281.448.6983 (fax)

Kansas
2800 Atkinson Ave
Pittsburg, KS 66762
620.231.8290 (main)
620.232.3547 (fax)

www.sandersonpipe.com

Tennessee
875 International Blvd
Clarksville, TN 37040
931.221.4800 (main)
931.221.4830 (fax)

Florida
PO Box [illegible]
Sanderson, FL 32087
904.275.2834 (main)
904.275.3054 (fax)

August 31, 2021

Dear Valued Customers,

Numerous petrochemical suppliers along the Louisiana coast have shut down in the wake of Hurricane Ida. In an industry already dealing with increased demand and limited raw material supplies, we are now operating in an unprecedented situation. This region traditionally supplies 41% of the US polyvinyl chloride production, and 21% of all polyethylene production. Going forward, resin will be severely limited, especially over the next two weeks as suppliers assess hurricane damage and determine a timeline for reopening.

At this time, please note that JM Eagle will continue to operate under Force Majeure conditions.

Rest assured that we will do our very best to take care of our most valued partners.

We ask all customers to pay close attention to terms on quotes as well as orders already placed. We will need to review details once terms expire. New orders will also need to be reviewed to confirm production capabilities. If you have any questions, please reach out to your JM Eagle Inside Sales representative.

Our thoughts and prayers are with all those living along the Gulf Coast, especially at this difficult time.

Neal Gordon
VP, Waterworks Sales

Sarfaraz Siddiqui
Assist. Manager, Waterworks Sales

DELIVERING GOOD WATER TO YOU

*Neal Gordon*
*VP, Waterworks Sales*
*Phone: 800-621-4404 x 7401*
*E-mail: nealgordon@jmeagle.com*

*Sarfaraz Siddiqui*
*Asst. Manager, Waterworks Sales*
*Phone: 800-621-4404 X 7905*
*E-mail:sarfarazsiddiqui@jmeagle.com*

*JM Eagle*
*5200 West Century Blvd*
*Los Angeles, CA 90045*

*www.jmeagle.com*

**NAPCO, a Westlake company**
2801 Post Oak Blvd., Suite 600, Houston, Texas 77056
Tel: 713.840.7473, Fax: 713.552.00

Date: August 31, 2021

To: NAPCO Pipe & Fittings Customers

From: Brent Wetmore, Vice President - Sales

Subject: Current Supply and Order Situation

To our valued Customers

So far, 2021 has been an extremely challenging year for PVC pipe and fittings producers when it comes to the acquisition of raw materials. Both PVC resin and the chemical additives needed to turn the resin into compound are in short supply.

This past weekend several petrochemical production centers on the gulf coast were shutdown prior to Hurricane Ida reaching land. The impact these shutdowns will have on the already tight supply conditions are unknown.

Since the Texas freeze in February of this year, all our North American plants have been under allotment for raw materials. As a result, we have not been able to run our plants to full capacity. Further disruption in the supply chain will affect both our production capacity and our ability to fill all of our orders. The overwhelming demand, combined with the production shortfalls, has already led to a significant increase in backlogged orders.

To prevent making these problems worse and increasing these backlogs further, we are taking steps to ensure we are able to meet customer's needs.

Effective immediately we have put a pause on all new orders which cannot be filled within a reasonable time frame. As we receive more information on the impact of the storm and our supply of resin we will communicate with you accordingly.

We value your business and appreciate your understanding as we navigate these unusual times.

Thank you

# CITY OF COCOA

## *QUOTE TABULATION SHEET*

**QUOTE DUE DATE: Friday, September 3rd, 2021 3:00 P.M.**

PROJECT NUMBER: WS16MM – Pluckebaum Road Water Main and Force Main Improvements Project

| VENDOR | 00300 Quote Form TOTAL BASE QUOTE | 00300 Quote Form TOTAL ALTERNATIVE QUOTE | Quote Form Attached | 00330 Listing of Subcontractors | 00675 Florida Trench Safety Act Certification And Discharge Statement Mandatory | Receipt of Addendum #1 |
|---|---|---|---|---|---|---|
| Atlantic Development of Cocoa, Inc.<br>2185 West King Street<br>Cocoa, Florida 32926 | $3,207,834.31 | $373,817.83 | Y | Y | Y | Y |
| Danus Utilities, Inc.<br>2320 Beardall Avenue<br>Sanford, Florida 32771 | $3,489,203.86 | $404,542.00 | Y | Y | Y | Y |
| Southern Underground Industries, Inc.<br>1454 SW 13th Court<br>Pompano Beach, Florida 33069 | DID NOT QUOTE | | | | | |

September 22, 2021

Peter Davis, E.I.
Utilities Associate Engineer I
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Email: pdavis@cocoafl.org

**RE: Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements**

Dear Mr. Davis,

The City received two (2) bids on the above referenced project on September 3, 2021. Atlantic Development of Cocoa, Inc. submitted the lowest bid totaling $3,581,652.14. The bid total includes the City's water main improvements (base bid and additive alternate) at $2,961,931.08 and the City of Rockledge's force main improvements at $619,721.06. The estimated construction cost prior to bid was $3,493,334.75.

We recommend that the City award the bid to Atlantic Development in the amount of $3,581,652.14. The City of Rockledge City Council is scheduled to consider their concurrence of award of their force main portion on September 22, 2021.

At the time of bid submission, Atlantic Development (along with other bidder) made our firm and the City aware that due to Hurricane Ida and other circumstances out of Atlantic Development's control, plastic pipe manufacturers had claimed Force Majeure and had halted accepting new orders and were not providing quotes and/or expected schedules for pipe delivery. This issue is more specifically related to small diameter PVC pipe which comprises the entire water main portion of this project. This availability issue is expected to be temporary, but with no currently estimated end date. Other materials required for the project, including the HDPE pipe for the City of Rockledge force main portion are more readily available.

We recommend that upon award of the bid to and execution of contract with Atlantic Development, the City issue a limited Notice to Proceed (NTP) that would allow Atlantic Development to proceed with work that can be accomplished with available materials. Upon availability of the remaining materials, the full NTP would be issued, and contract time would start for contract duration calculations. In addition to allowing the construction start of a portion of the project, the partial NTP would allow Atlantic

Development to complete various preconstruction activities, activate the insurance and bond coverage for the entire project and prepare to start the remaining work upon availability of the remaining materials.

Do not hesitate to contact the office if you have questions.  Thank you.

Sincerely,
MEAD & HUNT, INC.



David A. King, PE
Project Manager

DAK:bf

Attachment:  Bid Tabulation

cc:  Cassandra ‘Casey’ Cissell PE, Mead & Hunt

# CITY OF COCOA
# PLUCKEBAUM ROAD AND MARLIN MANOR
# WATER MAIN AND FORCE MAIN IMPROVEMENTS
# BID TABULATION
# September 3, 2021

| | | | | ATLANTIC DEVELOPMENT OF COCOA, INC. Cocoa, FL | | DANUS UTILITIES, INC. Sanford, FL | |
|---|---|---|---|---|---|---|---|
| **ITEM #** | **DESCRIPTION** | **QTY.** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** | **UNIT PRICE** | **TOTAL PRICE** |
| **PART A - WATER MAIN CONSTRUCTION (BASE BID)** | | | | | | | |
| 1 | Mobilization/Demobilization **(<2% of total bid for Part A)** | 1 | LS | $46,650.00 | $46,650.00 | $50,000.00 | $50,000.00 |
| 2 | Pre-Construction Video **(for Part A work only)** | 1 | LS | $2,500.00 | $2,500.00 | $3,900.00 | $3,900.00 |
| 3 | Traffic Control **(for Part A work only)** | 1 | LS | $42,546.00 | $42,546.00 | $38,250.00 | $38,250.00 |
| 4 | Soil and Erosion Control **(for Part A work only)** | 1 | LS | $5,500.00 | $5,500.00 | $6,100.00 | $6,100.00 |
| 5 | 8" DIP, Installed via Open Cut | 2,400 | LF | $88.20 | $211,680.00 | $97.00 | $232,800.00 |
| 6 | 8" C-900 PVC, Installed via Open Cut | 3,600 | LF | $63.70 | $229,320.00 | $74.50 | $268,200.00 |
| 7 | 8" C-900 FPVC, Installed via Horizontal Directional Drill | 500 | LF | $108.52 | $54,260.00 | $121.00 | $60,500.00 |
| 8 | 6" DIP, Installed via Open Cut | 825 | LF | $79.85 | $65,876.25 | $82.00 | $67,650.00 |
| 9 | 6" PVC, Installed via Open Cut | 7,365 | LF | $52.10 | $383,716.50 | $56.00 | $412,440.00 |
| 10 | 4" DIP, Installed via Open Cut | 325 | LF | $88.35 | $28,713.75 | $75.00 | $24,375.00 |
| 11 | 4" PVC, Installed via Open Cut | 360 | LF | $46.00 | $16,560.00 | $42.00 | $15,120.00 |
| 12 | 8" MJ Gate Valve | 12 | EA | $3,065.00 | $36,780.00 | $3,450.00 | $41,400.00 |
| 13 | 6" MJ Gate Valve | 33 | EA | $2,250.00 | $74,250.00 | $2,500.00 | $82,500.00 |
| 14 | 4" MJ Gate Valve | 5 | EA | $2,000.00 | $10,000.00 | $1,900.00 | $9,500.00 |
| 15 | 8" Line Stop | 1 | EA | $10,500.00 | $10,500.00 | $12,200.00 | $12,200.00 |
| 16 | 6" Line Stop | 3 | EA | $8,490.00 | $25,470.00 | $8,800.00 | $26,400.00 |
| 17 | 4" Line Stop | 4 | EA | $6,500.00 | $26,000.00 | $6,400.00 | $25,600.00 |
| 18 | Tie in with 20" x 8" tap and sleeve | 2 | EA | $16,225.00 | $32,450.00 | $17,300.00 | $34,600.00 |
| 19 | Tie in with 24" x 8" tap and sleeve | 0 | EA | $18,455.00 | $0.00 | $21,000.00 | $0.00 |
| 20 | Tie in with 6" x 6" tap and sleeve | 1 | EA | $8,565.00 | $8,565.00 | $8,500.00 | $8,500.00 |
| 21 | Blow-Off Assembly | 2 | EA | $3,200.00 | $6,400.00 | $2,900.00 | $5,800.00 |
| 22 | DI Fittings | 10 | TN | $15,296.35 | $152,963.50 | $17,100.00 | $171,000.00 |
| 23 | 3/4" Single Short Water Service | 115 | EA | $1,105.90 | $127,178.50 | $1,300.00 | $149,500.00 |
| 24 | 3/4" Single Long Water Service | 90 | EA | $1,648.95 | $148,405.50 | $1,600.00 | $144,000.00 |
| 25 | Fire Hydrant Assembly | 22 | EA | $7,785.00 | $171,270.00 | $8,500.00 | $187,000.00 |
| 26 | Grout Fill and Abandon 6" Water Main | 9,555 | LF | $12.00 | $114,660.00 | $13.50 | $128,992.50 |
| 27 | Grout Fill and Abandon 4" Water Main | 1,345 | LF | $12.00 | $16,140.00 | $13.00 | $17,485.00 |
| 28 | Remove/Salvage Hydrant | 10 | EA | $500.00 | $5,000.00 | $375.00 | $3,750.00 |
| 29 | Remove/Replace 4" Thick Concrete Sidewalk /Ramp | 1,050 | SY | $48.00 | $50,400.00 | $51.00 | $53,550.00 |
| 30 | Remove/Replace 6" Thick Concrete Driveway | 2,260 | SY | $51.25 | $115,825.00 | $56.00 | $126,560.00 |

# CITY OF COCOA
# PLUCKEBAUM ROAD AND MARLIN MANOR
# WATER MAIN AND FORCE MAIN IMPROVEMENTS
# BID TABULATION
# September 3, 2021

| | | | | ATLANTIC DEVELOPMENT OF COCOA, INC. Cocoa, FL | | DANUS UTILITIES, INC. Sanford, FL | |
|---|---|---|---|---|---|---|---|
| **ITEM #** | **DESCRIPTION** | **QTY.** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** | **UNIT PRICE** | **TOTAL PRICE** |
| 31 | Remove/Replace Concrete Curb | 705 | LF | $55.00 | $38,775.00 | $53.00 | $37,365.00 |
| 32 | Mill and Overlay Asphalt Road | 7,745 | SY | $15.00 | $116,175.00 | $16.25 | $125,856.25 |
| 33 | Open Cut and Repair Asphalt Road | 2,345 | SY | $32.85 | $77,033.25 | $31.00 | $72,695.00 |
| 34 | Remove and Reinstall Mail Box | 50 | EA | $100.00 | $5,000.00 | $55.00 | $2,750.00 |
| 35 | Remove and Reinstall Wood Fence | 90 | LF | $50.00 | $4,500.00 | $72.00 | $6,480.00 |
| 36 | Single White Line Thermoplastic Striping | 3,500 | LF | $2.00 | $7,000.00 | $2.40 | $8,400.00 |
| 37 | Double Yellow Line Thermoplastic Striping | 2,600 | LF | $4.00 | $10,400.00 | $5.00 | $13,000.00 |
| 38 | Crosswalk Thermoplastic Striping | 565 | LF | $10.00 | $5,650.00 | $9.25 | $5,226.25 |
| 39 | 24" Wide Stop Bar Thermoplastic Striping | 15 | EA | $150.00 | $2,250.00 | $142.00 | $2,130.00 |
| 40 | Traffic Arrow Thermoplastic Marking | 10 | EA | $150.00 | $1,500.00 | $142.00 | $1,420.00 |
| 41 | Testing Allowance | 1 | LS | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 |
| 42 | As-Built Survey **(for Part A only)** | 1 | LS | $87,750.00 | $87,750.00 | $102,000.00 | $102,000.00 |
| 43 | Post-Construction Video **(for Part A work only)** | 1 | LS | $2,500.00 | $2,500.00 | $3,900.00 | $3,900.00 |
| | | | **SUBTOTAL PART A** | | **$2,588,113.25** | | **$2,798,895.00** |
| | **PART B - FORCE MAIN CONSTRUCTION (BASE BID)** | | | | | | |
| 1 | Mobilization/Demobilization **(<2% of total bid for Part B)** | 1 | LS | $10,140.00 | $10,140.00 | $50,000.00 | $50,000.00 |
| 2 | Grassing/Seeding | 760 | SY | $4.05 | $3,078.00 | $3.75 | $2,850.00 |
| 3 | Asphalt Remove and Replace Pavement (trench repair) | 70 | SY | $68.60 | $4,802.00 | $80.00 | $5,600.00 |
| 4 | Asphalt Pavement - Milling & Resurfacing (final course) | 170 | SY | $15.00 | $2,550.00 | $17.00 | $2,890.00 |
| 5 | Grout Fill and Abandon Existing 4" Force Main | 1,230 | LF | $15.00 | $18,450.00 | $17.00 | $20,910.00 |
| 6 | 10" HDPE Pipe (FM), Installed via HDD #2 & HDD #3 | 2,360 | LF | $105.00 | $247,800.00 | $148.00 | $349,280.00 |
| 7 | 10" PVC Pipe (FM), Installed via Open-Cut | 80 | LF | $123.40 | $9,872.00 | $145.00 | $11,600.00 |
| 8 | 10" MJ Solid Sleeve (FM) | 3 | EA | $2,016.85 | $6,050.55 | $1,900.00 | $5,700.00 |
| 9 | 8" MJ Solid Sleeve (FM) | 1 | EA | $1,800.00 | $1,800.00 | $1,600.00 | $1,600.00 |
| 10 | 10" HDPE Adapter (FM) | 4 | EA | $2,415.00 | $9,660.00 | $2,100.00 | $8,400.00 |
| 11 | 10"x4" MJ Tee (FM) | 1 | EA | $2,511.85 | $2,511.85 | $2,400.00 | $2,400.00 |
| 12 | 10" Restrained Joint (FM) | 2 | EA | $500.00 | $1,000.00 | $400.00 | $800.00 |
| 13 | 8" Restrained Joint (FM) | 2 | EA | $500.00 | $1,000.00 | $350.00 | $700.00 |
| 14 | 10"x8" MJ Reducer (FM) | 2 | EA | $5,280.00 | $10,560.00 | $5,500.00 | $11,000.00 |
| 15 | 8" x 6" MJ Tee (FM) | 1 | EA | $1,932.45 | $1,932.45 | $2,100.00 | $2,100.00 |

# CITY OF COCOA
# PLUCKEBAUM ROAD AND MARLIN MANOR
# WATER MAIN AND FORCE MAIN IMPROVEMENTS
# BID TABULATION
# September 3, 2021

| | | | | ATLANTIC DEVELOPMENT OF COCOA, INC. Cocoa, FL | | DANUS UTILITIES, INC. Sanford, FL | |
|---|---|---|---|---|---|---|---|
| **ITEM #** | **DESCRIPTION** | **QTY.** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** | **UNIT PRICE** | **TOTAL PRICE** |
| 16 | 2" ARV | 3 | EA | $10,250.00 | $30,750.00 | $18,000.00 | $54,000.00 |
| 17 | 8" MJ 22.5° Bend (FM) | 2 | EA | $1,466.00 | $2,932.00 | $1,600.00 | $3,200.00 |
| 18 | 8" MJ 45° Bend (FM) | 2 | EA | $1,466.00 | $2,932.00 | $1,600.00 | $3,200.00 |
| 19 | 6" MJ 45° Bend (FM) | 2 | EA | $1,300.00 | $2,600.00 | $1,450.00 | $2,900.00 |
| 20 | 8" HDPE Adapter (FM) | 2 | EA | $1,624.85 | $3,249.70 | $1,500.00 | $3,000.00 |
| 21 | 8"x6" MJ Reducer (FM) | 1 | EA | $1,240.00 | $1,240.00 | $1,450.00 | $1,450.00 |
| 22 | Connect to existing System w/ 8"x8" Cutting-In Tee & 8" Gate Valve | 1 | LS | $18,768.36 | $18,768.36 | $1,450.00 | $1,450.00 |
| 23 | 8" HDPE Pipe (FM), Installed via HDD #1 | 1,325 | LF | $103.55 | $137,203.75 | $132.00 | $174,900.00 |
| 24 | 8" PVC Pipe (FM), Installed via Open-Cut, incl. Trench Safety | 200 | LF | $105.69 | $21,138.00 | $120.00 | $24,000.00 |
| 25 | Remove 4" PVC to make new connection | 10 | LF | $100.00 | $1,000.00 | $250.00 | $2,500.00 |
| 26 | 6" PVC Pipe (FM), Installed via Open-Cut | 263 | LF | $52.10 | $13,702.30 | $49.00 | $12,887.00 |
| 27 | 4" PVC Pipe (FM), Installed via Open-Cut | 10 | LF | $46.00 | $460.00 | $42.00 | $420.00 |
| 28 | 10" MJ Gate Valve (FM) | 1 | EA | $4,530.00 | $4,530.00 | $4,850.00 | $4,850.00 |
| 29 | 6" MJ Gate Valve (FM) | 2 | EA | $2,346.95 | $4,693.90 | $2,500.00 | $5,000.00 |
| 30 | 6" MJ Plug (FM) | 2 | EA | $1,322.45 | $2,644.90 | $1,450.00 | $2,900.00 |
| 31 | 4" MJ Solid Sleeve (FM) | 1 | EA | $1,055.00 | $1,055.00 | $900.00 | $900.00 |
| 32 | 4" Restrained Joint (FM), on existing pipe | 1 | EA | $1,205.00 | $1,205.00 | $975.00 | $975.00 |
| 33 | 4" MJ Gate Valve (FM) | 1 | EA | $2,000.00 | $2,000.00 | $1,900.00 | $1,900.00 |
| 34 | 4" MJ Plug (FM) | 1 | EA | $1,083.00 | $1,083.00 | $1,290.00 | $1,290.00 |
| 35 | 4" MJ 90° Bend (FM) | 1 | EA | $1,020.00 | $1,020.00 | $900.00 | $900.00 |
| 36 | Silt Fence | 655 | LF | $3.55 | $2,325.25 | $3.95 | $2,587.25 |
| 37 | Remove and Replace Existing Palm Tree | 8 | EA | $500.00 | $4,000.00 | $675.00 | $5,400.00 |
| 38 | Inlet Erosion Protection | 1 | EA | $1,500.00 | $1,500.00 | $1,200.00 | $1,200.00 |
| 39 | MOT / Temp. Traffic Control (Sta. 0+81 to Sta. 4+64 incl. HDD Pit) | 1 | LS | $4,688.35 | $4,688.35 | $5,100.00 | $5,100.00 |
| 40 | MOT / Temp. Traffic Control (HDD Pit Sta. 18+00) | 1 | LS | $4,688.35 | $4,688.35 | $5,100.00 | $5,100.00 |
| 41 | MOT / Temp. Traffic Control (HDD Pit Sta. 28+00) | 1 | LS | $4,688.35 | $4,688.35 | $5,100.00 | $5,100.00 |
| 42 | MOT / Temp. Traffic Control (42+26 to 42+96 incl. HDD Pit & Tie-In) | 1 | LS | $8,216.00 | $8,216.00 | $8,900.00 | $8,900.00 |
| 43 | Testing Allowance | 1 | LS | $2,100.00 | $2,100.00 | $2,100.00 | $2,100.00 |
| 44 | Law Enforcement Allowance (for tie-in & restoration at Fiske Blvd.) | 1 | LS | $2,100.00 | $2,100.00 | $2,100.00 | $2,100.00 |
| | | | **SUBTOTAL PART B** | | **$619,721.06** | | **$816,039.25** |
| | | | **BASE BID GRAND TOTAL (PART A + PART B)** | | **$3,207,834.31** | | **$3,614,934.25** |

# CITY OF COCOA
# PLUCKEBAUM ROAD AND MARLIN MANOR
# WATER MAIN AND FORCE MAIN IMPROVEMENTS
# BID TABULATION
# September 3, 2021

| | | | | ATLANTIC DEVELOPMENT OF COCOA, INC. Cocoa, FL | | DANUS UTILITIES, INC. Sanford, FL | |
|---|---|---|---|---|---|---|---|
| **ITEM #** | **DESCRIPTION** | **QTY.** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** | **UNIT PRICE** | **TOTAL PRICE** |
| | **PART C - WATER MAIN CONSTRUCTION (ADDITIVE ALTERNATE BID)** | | | | | | |
| 1 | Pre-Construction Video **(for Part C work only)** | 1 | LS | $2,500.00 | $2,500.00 | $3,100.00 | $3,100.00 |
| 2 | Traffic Control **(for Part C work only)** | 1 | LS | $8,514.85 | $8,514.85 | $10,000.00 | $10,000.00 |
| 3 | Soil and Erosion Control **(for Part C work only)** | 1 | LS | $2,355.00 | $2,355.00 | $2,000.00 | $2,000.00 |
| 4 | 8" DIP, Installed via Open Cut | 95 | LF | $84.25 | $8,003.75 | $97.00 | $9,215.00 |
| 5 | 8" C-900 PVC, Installed via Open Cut | 2,920 | LF | $84.25 | $246,010.00 | $86.00 | $251,120.00 |
| 6 | 8" MJ Gate Valve | 6 | EA | $2,925.00 | $17,550.00 | $3,450.00 | $20,700.00 |
| 7 | 8" Line Stop | 1 | EA | $10,850.00 | $10,850.00 | $12,200.00 | $12,200.00 |
| 8 | Blow-Off Assembly | 1 | EA | $5,361.40 | $5,361.40 | $6,100.00 | $6,100.00 |
| 9 | DI Fittings | 0.5 | TN | $20,805.66 | $10,402.83 | $24,500.00 | $12,250.00 |
| 10 | Remove/Replace Concrete Curb | 20 | LF | $100.00 | $2,000.00 | $80.00 | $1,600.00 |
| 11 | Mill and Overlay Asphalt Road | 915 | SY | $18.00 | $16,470.00 | $21.00 | $19,215.00 |
| 12 | Open Cut and Repair Asphalt Road | 140 | SY | $155.00 | $21,700.00 | $200.00 | $28,000.00 |
| 13 | Double Yellow Line Thermoplastic Striping | 100 | LF | $4.00 | $400.00 | $5.00 | $500.00 |
| 14 | 24" Wide Stop Bar Thermoplastic Striping | 1 | EA | $150.00 | $150.00 | $142.00 | $142.00 |
| 15 | As-Built Survey **(for Part C only)** | 1 | LS | $19,050.00 | $19,050.00 | $24,500.00 | $24,500.00 |
| 16 | Post-Construction Video **(for Part C work only)** | 1 | LS | $2,500.00 | $2,500.00 | $3,900.00 | $3,900.00 |
| | **ADDITIVE ALTERNATE BID TOTAL PART C** | | | | **$373,817.83** | | **$404,542.00** |
| | **GRAND TOTAL (PARTS A, B, and C)** | | | | **$3,581,652.14** | | **$4,019,476.25** |

Note:

1. Danus Utilities made a mathematical error in the extension of Part A, Item 32. The correct extended price allowing unit price to prevail is shown.

**RESOLUTION NO. 2021-102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PLUCKEBAUM ROAD AND MARLIN MANOR WATER MAIN AND FORCE MAIN IMPROVEMENTS ((JOINT PROJECT), PROJECT NO. WS16MM IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** on October 26, 2021, the City Council authorized the City Manager to proceed with the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

**SECTION 1.**

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements (Joint Project), Project No. WS16MM, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $3,207,834.31 and allows for a 10% contingency in the amount of $320,783.43 set aside for possible change orders, for a total of $3,528,617.74 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on October 26, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

**Pluckebaum Road and Marlin Manor Water Main Improvements Project Values**

| Overall Project Costs | |
|---|---|
| Total Atlantic Development Quote (no alternate) | $ 3,207,834.31 |
| 10% Contingency | $ 320,783.43 |
| Total Atlantic Development Quote (no alternate) + 10% Contingency | $ 3,528,617.74 |
| Mead & Hunt SDC Proposal | $ 130,339.00 |

| Rockledge Requirements | |
|---|---|
| Portion of Quote for Rockledge Force Main Construction | $ 619,721.06 |
| 10% Contingency | $ 61,972.11 |
| Rockledge Force Main Construction + 10% Contingency | $ 681,693.17 |
| Mead & Hunt SDC Proposal | $ 12,355.00 |
| Total to be paid by Rockledge (held in escrow) | $ 694,048.17 |

| Cocoa Requirements | |
|---|---|
| Portion of Quote for Cocoa Water Main Construction (no alternate) | $ 2,588,113.25 |
| 10% Contingency | $ 258,811.33 |
| Cocoa Water Main Construction (no alternate) + 10% Contingency | $ 2,846,924.58 |
| Mead & Hunt SDC Proposal | $ 117,984.00 |
| **Requested Funding Required Above the Current Project Budget** | **$ 464,908.58** |

# City of Cocoa Budget Adjustment Form FY 2021 - 22-010-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 10/11/21

## 'REVENUE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 2,500,000 | 424-0000-389.99-50 | | Fund Bal-Approp. Reserves | $ 0 | $ 0 | $ 2,500,000 | $ 0 |
| $ 464,910 | 424-0000-381.91-21 | | Transfer from 421 | $ 5,753,371 | $ 5,753,371 | $ 6,218,281 | $ 5,753,371 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 2,964,910 | TOTAL | | | | | | |

## 'EXPENSE' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 464,910) | 421-4010-536.39-00 | | Contingency | $ 772,029 | $ 772,029 | $ 307,119 | $ 772,029 |
| $ 464,910 | 421-4010-581.91-24 | WS16MM | Transfer to 424 | $ 5,753,371 | $ 5,753,371 | $ 6,218,281 | $ 5,753,371 |
| $ 2,964,910 | 424-4055-536.63-00 | WS16MM | Infrastructure | $ 1,715,000 | $ 1,715,000 | $ 4,679,910 | $ 1,458,388 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 2,964,910 | TOTAL | | | | | | |

**REASON/JUSTIFICATION FOR ADJUSTMENT:**

To fund the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project, WS16MM. This is a Joint Project with the City of Rockledge. Unspent project budget from FY21 project # WS1201 in the amount of 2.5 million is being utilized for the Marlin Manor project # WS16MM.
Agenda File ID #21-682

**Council/Board APPROVAL REQUIRED? *YES*** (●) ***NO*** ( ) ***DATE APPROVED:*** 10/26/21 ***RESOLUTION #:***

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.***

| | | | | | |
|---|---|---|---|---|---|
| 10/11/21 | Norma Hernandez | Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2021.10.11 16:01:50 -04'00' | 10/11/21 | Colleen Campbell | Digitally signed by Colleen Campbell Date: 2021.10.12 09:06:39 -04'00' |
| Date | Requestor's Signature | | Date | Finance Approval Signature | |
| | | | | | Date / Finance Director's Signature |
| 10/11/21 | John "Jack" Walsh | Digitally signed by John "Jack" Walsh Date: 2021.10.11 16:04:18 -04'00' | 10/12/21 | Lora Howell | Digitally signed by Lora Howell Date: 2021.10.12 10:13:12 -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 #: _____



Revised 07/13

Revised eform 9/18/20 - IT

# RESOLUTION NO. 2021-103

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 26th day of October, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

**Prepared by and Return to:**

City of Cocoa
Attention: Utilities Director
65 Stone Street
Cocoa, Florida 32920

CFN 2020277118, OR BK 8947 PAGE 1478,
Recorded 12/10/2020 at 03:20 PM, Scott Ellis, Clerk of Courts, Brevard County
# Pgs:14

**INTERLOCAL AGREEMENT**
**BETWEEN**
**THE CITY OF COCOA AND THE CITY OF ROCKLEDGE**

**(Pluckebaum/Marlin Manor Project)**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into on this 10th day of November, 2020, by and between the **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922 (hereafter referred to as the "Cocoa") and the **CITY OF ROCKLEDGE**, a Florida municipal corporation, whose address is 1600 Huntington Lane, Rockledge, Florida 32955 (hereafter referred to as the "Rockledge".

**W I T N E S S E T H:**

**WHEREAS,** Rockledge provides roadway and other public infrastructure improvements within Rockledge, Florida; and

**WHEREAS,** Cocoa provides water utility services within the jurisdictional limits of Rockledge; and

**WHEREAS,** Rockledge plans to construct force main improvements within and along Pluckebaum Road ("Rockledge Pluckebaum Project"); and

**WHEREAS,** during Rockledge's construction of the Pluckebaum Project, Cocoa desires to simultaneously remove and replace existing water utility infrastructure within and along Pluckebaum Road and within Marlin Manor ("Cocoa Utilities Project"); and

**WHEREAS,** Rockledge desires to cooperate with Cocoa to install the force mains along Pluckebaum Road in conjunction with the Cocoa Utilities Project; and

**WHEREAS,** Cocoa's work regarding the Cocoa Utilities Project will be performed in conjunction with the Rockledge Pluckebaum Project to promote efficiency, to prevent unnecessary duplication of effort, and to reduce further inconvenience to the citizens of Rockledge, Brevard County; and

**WHEREAS,** Rockledge desires Cocoa's assistance in coordinating the construction of the Rockledge Pluckebaum Project in conjunction with the Cocoa's Utilities Project; and

**WHEREAS,** this Agreement is authorized pursuant to the provisions of Chapters 163 and 166, Florida Statutes and other applicable law; and

**WHEREAS,** the parties hereto have determined that this Agreement is in furtherance of intergovernmental cooperation and the public health, safety and welfare.

**NOW THEREFORE,** in consideration of the premises herein, the parties hereby agree as follows:

**Section 1.** **Recitals.** The above recitals are hereby deemed true and correct and are hereby incorporated herein by this reference.

**Section 2.** **Purpose.** The purpose of this Agreement is for Cocoa and Rockledge to cooperate and coordinate together the design, permitting, bidding, and installation of the Rockledge Pluckebaum Road Project and Cocoa Marlin Manor Utilities Project.

**Section 3.** **Project.** Cocoa and Rockledge agree to cooperate and coordinate the permitting, bidding, and installation of the Rockledge Pluckebaum Project and Cocoa Utilities

Project (hereinafter together referred to as the "Joint Project"). The following terms and conditions are further assented to and agreed by the parties with respect to the Joint Project:

3.1 Plans and Permits. Rockledge is responsible for preparing all necessary engineering plans for the design of the Pluckebaum Project and Cocoa is responsible for preparing all necessary engineering plans for the design of the Cocoa Utilities Project, but the plans for the removal and replacement of Cocoa's utilities (water mains) shall be consistent with the City of Cocoa's Utilities Handbook and the most current version of the Cocoa's Technical Provisions and Standard Details Manual. The plans for the removal and replacement of Rockledge's utilities (force mains) shall be consistent with the City of Rockledge's Utilities Handbook and the most current version of the Rockledge's Technical Provisions and Standard Details Manual. The Parties anticipate the following permits may be required to complete the Joint Project: FDEP General Permit Construct PWS Components, FDEP General Permit Construct Sanitary Sewer Components and Rockledge ROW Permit.

3.2 Construction Management. Cocoa shall be responsible for competitive bidding and contracting with the Contractor required to construct the Joint Project in accordance with applicable law and Cocoa's approved competitive bidding process. Cocoa shall provide Rockledge written notice of any such competitive bidding and Rockledge shall have the right to provide comments to Cocoa regarding any competitive bid under this Agreement before any bid is awarded to a Contractor by Cocoa, provided such comments are timely and provided within the award schedule established by Cocoa. Further, because there are two engineers of record for the Joint Project, Rockledge and

Cocoa shall both be responsible for the construction management of the Joint Project and Cocoa shall ensure that its Contractor provides Rockledge with periodic inspection and status reports as reasonably requested by Rockledge. Cocoa shall keep Rockledge apprised of the construction of the Joint Project. Cocoa and Rockledge shall cooperate with each other with respect to the construction management of the Joint Project, and Rockledge shall have the right to participate in all Joint Project progress meetings. Upon completion of the Joint Project to the satisfaction of both parties, Cocoa shall transfer, or have its Contractor transfer, to Rockledge, by bill of sale, title to the force main free and clear of all liens and encumbrances and provide Rockledge "as-built" drawings of said utilities infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Rockledge portion of the Joint Project.

3.3 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water main under this Agreement must include hold harmless and indemnification provisions to protect Cocoa and Rockledge in a form acceptable to the parties. The construction Contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa and Rockledge as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Cocoa must submit draft contract language containing this language to Rockledge and its City Attorney to review and allow Rockledge at least seven (7) days to review and comment on the same. If Rockledge submits comments, Cocoa shall use all reasonable efforts to incorporate Rockledge's comments into the contracts and subcontracts, as applicable. The

construction contract language requirements set forth in this section will be set forth in the bid documents prepared by Cocoa so that all bidders are appraised of this requirement prior to submitting a bid for the Joint Project.

3.4 Joint Project Costs; Cocoa and Rockledge Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting, and installation (materials and labor) of their respective work. However, the parties anticipate that they will be able to identify common costs associated with the Joint Project during the construction phase of the Joint Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Joint Project, to identify such common costs by mutual agreement, and said costs shall be reduced in writing that will be signed by the City Managers of Rockledge and Cocoa ("Shared Cost Memo"). The Shared Cost Memo will be developed during the bidding phase and finalized upon receiving the construction bids. Rockledge and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50%) each. Any proposed change orders for the Joint Project must be reviewed and approved by Cocoa and Rockledge in writing. Additionally, with respect to change orders, in the event the Joint Project Contractor seeks additional compensation for delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Cocoa and the Contractor via the change order process. If the requested change order requested by the Contractor is specific to a portion of the Joint Project solely related to either Rockledge or Cocoa's scope of work, then only the party whose scope of work is affected will pay for the change order. If the requested change order is

related to the common costs of the Joint Project, then Rockledge and Cocoa agree to share the costs of the change order.

3.5 Payment by Cocoa. Prior to Cocoa issuing a Notice to Proceed with the construction of the Joint Project, Cocoa shall deliver a written notice to Rockledge itemizing Rockledge's share of the Joint Project costs as set forth in Section 3.4 of this Agreement. Upon delivery of the invoice, Rockledge will have five (5) business days in which to accept the invoice or identify and notify Cocoa of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Joint Project schedule. Within thirty (30) days from the date that Rockledge accepts the invoice, Rockledge will issue payment to Cocoa for its share of the Joint Project costs stated in the accepted invoice. Cocoa will retain Rockledge's payment in escrow and shall only use said payment to Rockledge's Joint Project costs after receiving written authorization for each pay request. During the Construction phase of the Joint Project, Rockledge and Cocoa will jointly review any progress payment requests made by the Contractor and jointly sign off on the requests prior to Cocoa making payment to Contractor. Any Rockledge funds not expended by Cocoa due to any additional Joint Project costs savings or changes in scope, if any, will be returned to Rockledge within sixty (60) days of the Joint Project deemed complete by the parties. Cocoa shall be responsible for paying all Contractors in full. Rockledge will likewise pay for its share of the Joint Project costs.

**Section 4.** **Duty to Act in Good Faith.** Rockledge and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Each Party shall proceed with the design, permitting and installation of the Joint Project as rapidly as is practical and feasible.

**Section 5.** **Implementation and Other Documents.** To the extent that additional documents are required to be prepared and executed in order to effectuate this Agreement, the Rockledge City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

**Section 6.** **Employee Status.** Each party shall be responsible for their own employees, contractors and agents. Persons employed by Rockledge in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Rockledge.

**Section 7.** **Indemnification; Attorney's Fees; Sovereign Immunity.** Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees, costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest

extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

**Section 8. Notices.**

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

**For ROCKLEDGE:**

Jim Elmore or designee
Director
Rockledge Wastewater Treatment
& Water Reclamation Facility
1700 Jack Oates Blvd.
Rockledge, FL 32955
321.221.7540 (phone)
jelmore@cityofrockledge.org

With copy to the City Attorney:

Joseph E. Miniclier
1037 Pathfinder Way
Ste. 150
Rockledge, Florida 32955
(321)639-0505 (phone)
jminiclier@cityofrockledge.org

**For COCOA**:

Jack Walsh
Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

**Section 9. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**Section 10. Term; Entire Agreement.** The term of this Agreement commences on the Effective Date set forth in Section 18 of this Agreement and shall remain in effect until the Joint Project has been completed to the satisfaction of both parties. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. Either party may terminate this Agreement without cause. The parties shall meet upon thirty (30) days written notice and attempt to determine the expenses and cost attributable to each party. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by

the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

**Section 11. Binding Effect; Waiver; Time Extensions.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

**Section 12. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

**Section 13. Conflict of Interest.** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

**Section 14. Force Majeure.** In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform

obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

**Section 15. Default and Remedy.**

(a) Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any

default not cured as provided herein, the non-defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

(b) Should either party have a dispute related to the Joint Project or declare a default under this Agreement, the party or parties may invoke this provision to attempt to resolve the dispute or default which has arisen. The party believing there is a dispute shall notify the other party in writing of the nature of the dispute and a factual background thereof, or in the case of default a written notice under Section 15. The parties will each select representatives they believe are necessary to resolve the dispute or default, as the case may be. The parties shall then meet within thirty (30) days, at a place, date and time mutually agreed upon. Should the parties be unable to come to an agreement regarding the dispute or default, either party may terminate this Agreement by providing the other party written notice.

**Section 16. Governing Law and Venue.** The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

**Section 17. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of Rockledge and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Rockledge and Cocoa. Nothing in this Agreement, expressed or implied, is

intended or shall be construed to confer upon or give any person or entity other than Rockledge and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Rockledge and Cocoa.

**Section 18. Effective Date; Recordation.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the Rockledge City Clerk at the address listed in Section 8 of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Jennifer Levasseur, City Clerk

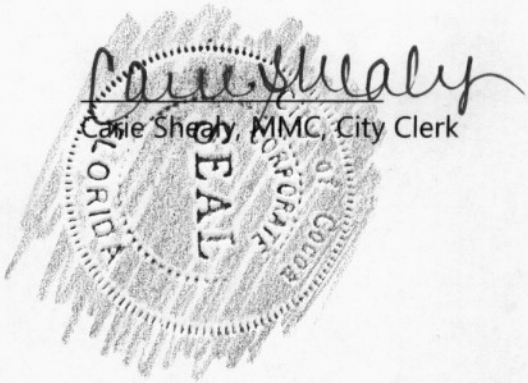
**ROCKLEDGE, FLORIDA**

By: Brenda Fettrow

Dr. Brenda Fettrow, City Manager

As authorized for execution by the Rockledge City Council at its November 4th, 2020 regular meeting.

ATTEST:



Carie Sheely, MMC, City Clerk

**CITY OF COCOA, FLORIDA:**

By: _____
Jake Williams Jr., Mayor

As authorized for execution by the City of Cocoa City Council at its November 10, 2020 regular meeting.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2021

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

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

| | |
|---|---|
| PRODUCER<br>Baldwin Krystyn Sherman Partners LLC<br>1115 Bartow Rd<br>Lakeland FL 33801<br><br>License#: L002281 | CONTACT NAME: Angel McGhee<br>PHONE (A/C, No, Ext): 863-284-3015 FAX (A/C, No): 863-682-6292<br>E-MAIL ADDRESS: Angel.McGhee@bks-partners.com |
| INSURED<br>Atlantic Development of Cocoa, Inc.<br>2185 W. King Street<br>Cocoa FL 32926<br><br>ATLADEV-01 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : The Continental Insurance Co 35289<br>INSURER B : Transportation Insurance Compa 20494<br>INSURER C : Markel Insurance Company 38970<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 1289129230 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | 6076576360 | 4/23/2021 | 4/23/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>[X] PIP | Y | Y | BUA6076576391 | 4/23/2021 | 4/23/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | [X] UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CUE6076576388 | 4/23/2021 | 4/23/2022 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 4,000,000<br>$ 4,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | WC6083180052 | 4/18/2021 | 4/18/2022 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |
| C | Rented or Leased Equipment | | | MKLM3IM0051194 | 4/23/2021 | 4/23/2022 | $400,000 Limit 1%/$1,000 Deductible | |

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

City of Cocoa is included as additional insured in respects to general liability and auto liability as required by written contract. Waiver of subrogation applies to additional insured for general liability, auto liability and workers' compensation.

**CERTIFICATE HOLDER**

City of Cocoa
351 Shearer Blvd
Cocoa FL 32922
USA

**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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**SHARED COST MEMO TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCOA AND THE CITY OF ROCKLEDGE FOR PLUCKEBAUM/MARLIN MANOR PROJECT**

The City of Cocoa (herein referred to as "Cocoa") received quotes from two (2) construction contractors on September 3, 2021, for this joint Cocoa and City of Rockledge (herein referred to as "Rockledge") project. The summary of the quotes received is listed below. Atlantic Development's bid has been found as the lowest responsive bid.

| Contractor | Total Quote (Parts A, B and C) | Part A (Water Main Construction) | Part B (Force Main Construction) | Part C (Water Main Construction Additive Alternate) |
|---|---|---|---|---|
| Atlantic Development of Cocoa, Inc. | $3,581,652.14 | $2,588,113.25 | $619,721.06 | $373,817.83 |
| Danus Utilities, Inc. | $3,893,745.86 | $2,673,164.61 | $816,039.25 | $404,542.00 |

Per Section 3.4. of the Interlocal Agreement (Agreement), the parties were to identify common costs associated with the construction of this project that could be shared equally and document such in a shared cost memo. The construction quote documents were developed in a manner to provide a distinct separation of the costs associated with each city's work. Part A and Part C of the bid are Cocoa's attributable costs and Part B is Rockledge's attributable cost.

A portion of the overall construction contract administration, which is to be provided by Cocoa's engineering consultant, has been identified by both city's as a common/joint cost of $24,710. In accordance with the Agreement, the joint cost is to be split equally; $12,355 attributable to Rockledge and $12,355 is attributable to Cocoa.

**CITY OF ROCKLEDGE**

By: Brenda Fettrow

Dr. Brenda Fettrow, City Manager

Date: 10/21/2021

**CITY OF COCOA**

By: _____

Stockton Whitten, City Manager

Date: _____

# ROCKLEDGE CITY COUNCIL REGULAR MEETING MINUTES

## WEDNESDAY, SEPTEMBER 22, 2021 ◊ 6:00 P.M.

### 1. CALL TO ORDER / ROLL CALL

The Rockledge City Council met in regular session on Wednesday, September 22, 2021, at 6:00 p.m. in the Council Chamber at Rockledge City Hall, 1600 Huntington Lane, Rockledge, Florida.

| | | |
|---|---|---|
| **PRESENT**: | Thomas J. Price | Mayor |
| | Michael A. Cadore | Councilmember, Seat #1 |
| | Dr. R. Shaun Ferguson | Councilmember, Seat #2 |
| | Sammie Brown Martin | Councilmember, Seat #3 |
| | Frank T. Forester | Councilmember, Seat #4 |
| | Duane A. Daski | Councilmember, Seat #5 |
| | Ted J. Hartselle | Councilmember, Seat #6 |
| | Joseph E. Miniclier | City Attorney |
| | Dr. Brenda Fettrow | City Manager |
| | Jennifer M. LeVasseur | City Clerk & Public Relations Officer |
| **STAFF PRESENT**: | Matthew Trine | Assistant City Manager & Finance Director |
| | Joseph P. LaSata | Public Safety Director/Chief of Police |
| | John Cooper | Planning Director |
| | Scott Brown | Public Works Director |
| | James Elmore | Wastewater Treatment & Water Reclamation Director |
| | Tricia Olsson | Deputy City Clerk |
| | James H. Wilson | Deputy Fire Chief |

With a quorum present, the meeting was called to order by Chairman Thomas J. Price.

### 2. INVOCATION

- The invocation was given by Councilman Hartselle.

### 3. SALUTE TO THE FLAG AND PLEDGE OF ALLEGIANCE

- A salute was given to the flag and the Pledge of Allegiance, led by Kennedy Middle School student Kelyn Cobbs-Marcus, was repeated in unison.

## 4. APPROVAL OF MINUTES

- Regular Meeting on September 8, 2021

***Councilman Daski moved to approve the minutes of the regular meeting on September 8, 2021; seconded by Councilman Cadore. The motion carried unanimously (7).***

## 5. PRESENTATIONS

A. Mayor Price

1. Employee Recognition

a. Award for Third Quarter 2021

- Melissa McDaniel, Permit Technician, Building Department

Mayor Price recognized Melissa McDaniel, Permit Technician, Building Department, as recipient of the Employee of the Quarter Award for the third quarter of 2021. Ms. McDaniel was presented with a gift certificate and a Certificate of Commendation, along with the congratulations of the Council.

## NOT AN AGENDA ITEM

Councilman Cadore shared that a Teen Cyber Academy that was recently held in the area, of which the City was a sponsor, was a great success and L3Harris was a key sponsor. Erica Lemp, L3Harris, offered remarks on the success of the program and the need for professionals in the cybersecurity field now and in the future.

Joy Cobbs-Marcus, parent of Academy student participant Kelyn Cobbs-Marcus, thanked sponsors as well as Councilman Cadore for their work and support of students in the area.

Kelyn Cobbs-Marcus summarized her experience in the Academy and the importance of cybersecurity in almost every field. She thanked sponsors for their contribution to and support of the program.

## 6. FINANCIAL / BUDGET REPORT

- Month of August 2021

***Councilwoman Martin moved to be in receipt of the Financial/Budget Report for the month of August 2021; seconded by Councilman Ferguson. The motion passed by unanimous vote (7).***

## 7. PUBLIC HEARINGS / ORDINANCES / RESOLUTIONS

Councilman Forester explained to the audience that the budget process consists of several months of work in preparation for the evening's budget hearings.

A. Public Hearing: Fiscal Year 2022 General Fund Budget and Taxable Year 2021 Millage Rate

Chairman Price opened the matter of the Fiscal Year 2022 General Fund Budget and Taxable Year 2021 Millage Rate to the public for comment.

There being no public comment, Chairman Price declared the public hearing to be closed.

B. Public Hearing: Resolution Adopting Finalized Millage Rate for Ad Valorem Taxation for 2021

***Councilman Daski offered a Resolution entitled*** "A RESOLUTION ADOPTING THE FINALIZED MILLAGE RATE FOR AD VALOREM TAXATION BY THE CITY OF ROCKLEDGE, FLORIDA, FOR THE YEAR 2021; STATING THE PERCENT BY WHICH THE MILLAGE RATE TO BE LEVIED EXCEEDS THE ROLLED BACK MILLAGE RATE COMPUTED PURSUANT TO SECTION (1) OF SECTION 200.065, FLORIDA STATUTES; AND LEVYING AN AD VALOREM TAX UPON ALL TAXABLE PROPERTIES IN THE CITY OF ROCKLEDGE FOR THE YEAR 2021 AT THE RATE OF $5.99 FOR EVERY $1,000.00 OF ASSESSED PROPERTY VALUATION" ***and moved to read the Resolution in its entirety and to open the matter for public hearing; seconded by Councilwoman Martin. The motion passed by unanimous vote (7).***

City Attorney Miniclier read aloud the entire Resolution. Chairman Price then declared the matter to be open to the public for comment.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilman Daski moved for adoption of the Resolution; seconded by Councilwoman Martin. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski, and Hartselle. The motion carried by unanimous vote (7).***

C. Ordinance: Second Reading and Public Hearing, Ordinance No. 1828-2021, Fiscal Year 2022 General Fund Budget

***Councilman Ferguson offered Ordinance No. 1828-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUES AND EXPENSES IN THE GENERAL FUND OF SAID CITY FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED EXPENSES OF THE CITY OF ROCKLEDGE FOR SAID FISCAL YEAR AND ADOPTING THE GENERAL FUND BUDGET OF SAID CITY FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT

INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilwoman Martin. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilwoman Martin moved for the adoption of the Ordinance; seconded by Councilman Cadore. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

D. Ordinance: Second Reading and Public Hearing, Ordinance No. 1829-2021, Fiscal Year 2022 Community Redevelopment Agency Fund Budget

***Councilwoman Martin offered Ordinance No. 1829-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUE AND EXPENSES FOR OPERATION OF THE ROCKLEDGE COMMUNITY REDEVELOPMENT AGENCY FUND DURING THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED EXPENSES OF OPERATION, ADMINISTRATION AND MAINTENANCE OF THE ROCKLEDGE COMMUNITY REDEVELOPMENT AGENCY AND TO CARRY OUT ALL OTHER PURPOSES OF THE COMMUNITY REDEVELOPMENT AGENCY FOR SAID FISCAL YEAR AND ADOPTING THE BUDGET FOR THE OPERATION OF THE ROCKLEDGE COMMUNITY REDEVELOPMENT AGENCY FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilman Daski. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilman Forester moved for the adoption of the Ordinance; seconded by Councilwoman Martin. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

E. Ordinance: Second Reading and Public Hearing, Ordinance No. 1830-2021, Fiscal Year 2022 American Rescue Plan Act Fund Budget

***Councilman Ferguson offered Ordinance No. 1830-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUE AND EXPENSES FOR OPERATION OF THE ROCKLEDGE AMERICAN RESCUE PLAN ACT FUND DURING THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED EXPENSES OF THE ROCKLEDGE AMERICAN RESCUE PLAN ACT FUND FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilwoman Martin. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilwoman Martin moved for the adoption of the Ordinance; seconded by Councilman Cadore. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

F. Ordinance: Second Reading and Public Hearing, Ordinance No. 1831-2021, Fiscal Year 2022 Wastewater System Fund Budget

***Councilman Daski offered Ordinance No. 1831-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUE AND

EXPENSES FOR OPERATION OF THE ROCKLEDGE WASTEWATER SYSTEM FUND DURING THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED EXPENSES OF THE ROCKLEDGE WASTEWATER SYSTEM FOR SAID FISCAL YEAR AND ADOPTING THE BUDGET FOR THE OPERATION OF THE ROCKLEDGE WASTEWATER SYSTEM FUND FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilwoman Martin. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilwoman Martin moved for the adoption of the Ordinance; seconded by Councilman Cadore. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

G. Ordinance: Second Reading and Public Hearing, Ordinance No. 1832-2021, Fiscal Year 2022 Sanitation Impact Fee Fund Budget

***Councilman Ferguson offered Ordinance No. 1832-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUE AND EXPENSES FOR OPERATION OF THE ROCKLEDGE SANITATION IMPACT FEE FUND DURING THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED EXPENSES OF THE ROCKLEDGE SANITATION IMPACT FEE FUND FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilwoman Martin. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilwoman Martin moved for the adoption of the Ordinance; seconded by Councilman Hartselle. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

H. Ordinance: Second Reading and Public Hearing, Ordinance No. 1833-2021, Fiscal Year 2022 Sanitation Services Fund Budget

***Councilwoman Martin offered Ordinance No. 1833-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUE AND EXPENSES FOR OPERATION OF THE ROCKLEDGE SANITATION SERVICES FUND DURING THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED EXPENSES OF THE ROCKLEDGE SANITATION SERVICES FUND FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilman Cadore. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilwoman Martin moved for the adoption of the Ordinance; seconded by Councilman Hartselle. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

I. Ordinance: Second Reading and Public Hearing, Ordinance No. 1834-2021, Fiscal Year 2022 Stormwater Utility Fund Budget

***Councilwoman Martin offered Ordinance No. 1834-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUE AND EXPENSES FOR OPERATION OF THE ROCKLEDGE STORMWATER UTILITY FUND DURING THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED EXPENSES OF OPERATION, ADMINISTRATION AND MAINTENANCE OF THE STORMWATER UTILITY FUND OF THE CITY OF ROCKLEDGE AND TO CARRY OUT ALL OTHER PURPOSES OF THE UTILITY FOR SAID FISCAL YEAR AND ADOPTING THE BUDGET FOR THE OPERATION OF THE ROCKLEDGE STORMWATER UTILITY FUND FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilman Forester. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilwoman Martin moved for the adoption of the Ordinance; seconded by Councilman Cadore. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

J. Ordinance: Second Reading and Public Hearing, Ordinance No. 1835-2021, Fiscal Year 2022 Building Department Fund Budget

***Councilman Ferguson offered Ordinance No. 1835-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUE AND EXPENSES FOR OPERATION OF THE ROCKLEDGE BUILDING DEPARTMENT FUND DURING THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED

EXPENSES OF THE ROCKLEDGE BUILDING DEPARTMENT FUND FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilwoman Martin. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilman Ferguson moved for the adoption of the Ordinance; seconded by Councilwoman Martin. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

K. Ordinance: Second Reading and Public Hearing, Ordinance No. 1836-2021, Fiscal Year 2022 Rental Facilities Budget

***Councilman Daski offered Ordinance No. 1836-2021 entitled*** "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, DETERMINING THE ANTICIPATED REVENUE AND EXPENSES FOR OPERATION OF THE ROCKLEDGE RENTAL FACILITIES DURING THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING FUNDS FOR PAYMENT OF THE ANTICIPATED EXPENSES OF THE ROCKLEDGE RENTAL FACILITIES FOR SAID FISCAL YEAR; AUTHORIZING THE ROCKLEDGE CITY MANAGER TO MAKE CERTAIN TRANSFERS OF APPROPRIATIONS IN SAID BUDGET; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES," ***and moved for the second reading of the Ordinance by title only and to open the matter for public hearing; seconded by Councilwoman Martin. The motion carried by unanimous vote (7).***

City Attorney Miniclier read aloud the title of the Ordinance for the second reading. Chairman Price declared the matter open to the public for discussion.

There being no public comment, Chairman Price declared the public hearing to be closed.

***Councilman Daski moved for the adoption of the Ordinance; seconded by Councilwoman Martin. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski and Hartselle. The motion carried by unanimous vote (7).***

L. Resolution: Establishing the Regular Meeting Schedule for City Council for Calendar Year 2022

***Councilman Ferguson offered a Resolution entitled*** "A RESOLUTION OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, ESTABLISHING THE SCHEDULE FOR REGULAR MEETINGS OF THE ROCKLEDGE CITY COUNCIL FOR THE CALENDAR YEAR 2022" ***and moved to waive the reading and adopt the Resolution; seconded by Councilwoman Martin. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski, and Hartselle. The motion carried by unanimous vote (7).***

M. Resolution: Adopting the City of Rockledge Asset Management Policy

City Manager Fettrow clarified that staff discovered an error in the Policy document included in the original agenda packet, and a corrected Policy document was provided to Councilmembers for consideration.

***Councilman Daski offered a Resolution entitled*** "A RESOLUTION APPROVING AND ADOPTING THE CITY OF ROCKLEDGE ASSET MANAGEMENT POLICY EFFECTIVE SEPTEMBER 23, 2021" ***and moved to waive the reading and adopt the Resolution; seconded by Councilman Cadore. Voting for the motion: Mayor Price and Councilmembers Cadore, Ferguson, Martin, Forester, Daski, and Hartselle. The motion carried by unanimous vote (7).***

## 8. REPORTS FROM BOARDS AND COMMITTEES

A. Reappointments and Appointments

1. Reappointments
   - None
2. Appointments
   a. Code Enforcement Board

***Councilwoman Martin moved to appoint Kelly Wentworth to the Code Enforcement Board in the Realtor position; seconded by Councilman Hartselle. The motion passed without objection (7).***

## 9. UNFINISHED BUSINESS

- None

## 10. CONSENT BUSINESS

***Councilman Daski moved for approval of these consent business items:***

A. Approval: Award of Agreement for City-Wide Generator Maintenance, LJ Power Generators (Wastewater Treatment Department)

B. Approval: Agreement for Property Auction Services, Cliff Shuler Auctioneers & Liquidators, Inc. (City Manager)

C. Approval: Warranty Deed, Harvest Landing P.U.D. Tract RD-2, Brevard County (City Manager)

D. Approval: Award of Bid for Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project, Atlantic Development of Cocoa (Wastewater Treatment Department)

***The motion was seconded by Councilwoman Martin and passed by unanimous vote (7).***

## 11. ITEMS REMOVED FROM CONSENT BUSINESS

- None

## 12. NEW BUSINESS

A. Action Item: Implementation of Asset Management Policy and Approval of Asset Reclassification (Finance Division)

City Manager Fettrow acknowledged Assistant City Manager/Finance Director Trine and all department directors for their efforts on the inventory and Asset Management Policy. She explained that a full inventory has been conducted of the City's property, and property has been classified as either Capital Assets, Attractive/Sensitive Property, or neither. Staff has requested that Council approve the proposed reclassification of assets.

Councilwoman Martin suggested that the addition of a full-time Asset Manager position be considered.

Councilmembers commended staff for a thorough inventory and discussed currently utilized software.

***Councilman Daski moved to approve the proposed reclassification of assets and staff recommendations and authorize the City Manager to apply a schedule to any property inadvertently left off of the list; seconded by Councilwoman Martin. The motion carried without objection (7).***

## 13. PETITIONS, REMONSTRANCES AND COMMUNICATIONS

- None

## 14. REPORTS

A. City Manager Report

- City Manager Fettrow:
  - Noted that Councilman Ferguson, Councilman Hartselle and Councilwoman Martin will be provided a tour of the Claude H. Dyal Water Treatment Plant in Cocoa on Friday, September 24th.
  - Announced that the Brevard Legislative Delegation meeting will be held on September 29th at 3:00 p.m. in the Brevard County Commission Chambers.
  - Reminded Council of the upcoming ethics training on October 4th at 9:00 a.m. at the Brevard Public Schools District Office.
  - Explained that the memorial service for Public Safety Telecommunicator Michael Dillon will be on Sunday, September 26th at 6:00 p.m. at McLarty Stadium.

B. City Attorney Litigation Report

- Month of September 2021

***Councilman Ferguson moved to be in receipt of the City Attorney Litigation Report dated September 7, 2021; seconded by Councilwoman Martin. The motion passed unanimously (7).***

City Attorney Miniclier provided a brief update on the cases listed on the report and noted that he will be out of town over the weekend.

C. Reports from the Dais

- Councilman Ferguson:
  - Welcomed a new Rockledge resident present in the audience.
  - Thanked City Manager Fettrow and all department heads for their work on the Asset Management Policy.
  - Announced a Moderna vaccine clinic on Friday, September 24th from 7:30 a.m. – Noon at Rockledge Regional Medical Center.
  - Noted that former Rockledge High School Coach Kidd passed away from COVID.
- Councilman Cadore:
  - Echoed welcoming remarks to the new Rockledge resident in the audience.
  - Thanked City Manager Fettrow for attending a recent Human Resources brunch at Eastern Florida State College.

- Thanked Council for their support of the Teen Cyber Academy.
- Praised staff for their work on the Asset Management Policy.
- Asked that everyone keep Michael Dillon and his family, as well as all those who have lost loved ones due to COVID, in their thoughts and prayers.

- Councilman Hartselle announced that Joyce Phelps, a longtime Rockledge resident who resided on Miracle Way, recently passed away.
- Councilwoman Martin:
  - Recently attended the Space Coast League of Cities dinner on September 13th with Councilmen Cadore and Ferguson, along with City Manager Fettrow.
  - Inquired as to whether other Councilmembers received a letter from "We the People" regarding the COVID vaccine. Councilmembers confirmed that letters were received.
- Mayor Price announced that he will be out of town for the October 6th City Council meeting, and winter attire will begin on November 1st.

## 15. ADJOURN

There being no further business to come before the Council, Chairman Price declared the meeting to be adjourned at 6:54 p.m.

_____

**Council Chairman**

**ATTEST**: _____

**City Clerk**

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-682

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-682 | **Type:** | Contract | **Status:** | Multi-Year Contract |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/07/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** To Approve Task Order 2022-22 with Mead & Hunt, Inc. for Engineering Services During Construction (SDC) for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project (Joint Project), Project No. WS16MM, in the amount of $130,339.00; To Approve as a Multi-Year Contract from FY2022 through FY2023

**Internal Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TO-MEAD HUNT 2022-22 $130339.00 - UT-ENGIN.pdf, T.O. Proposal (2022-22) Mead & Hunt $130,339 (09-23-2021) UT.pdf, CO Marlin Manor Shared Cost Memo - Final.pdf, Interlocal_ Pluckebaum_Marlin Manor Project.pdf, 1st Amendment to RFQ No. 17-16-COC (2).pdf, Pluckebaum Road and Marlin Manor Water Main Improvements Project Values.pdf, COI - MEAD & HUNT - Expires 12.01.2021.pdf, COI - MEAD & HUNT PL - Expires 10.25.2021.pdf

**Enactment Number:**

**Recommendation:**

**Hearing Date:**

**Drafter:** pdavis@cocoafl.org

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

| Engineering Design, Permitting, & Services for Construction of Utility Conveyance Systems Upgrades & Expansion | 2022-22 |
|---|---|
| Name of CSA (Continuing Service Agreement) | TASK ORDER NUMBER |

Date: 10/07/21 City Bid Number: RFQ-17-16-COC AMOUNT: $ 130,339.00

Vendor Name: Mead & Hunt, Inc. Quote/Proposal Number: 2022-22

Dept. Number/Division Name: Utilities/Engineering

Project Name: Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project Number: WS16MM

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

**AMENDMENT**

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

To provide engineering services during construction for the Pluckebaum Road and Marlin Manor Water Main and Force Main Improvements Project.

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

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

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

Peter Davis Digitally signed by Peter Davis Date: 2021.10.07 15:14:16 -04'00'

Requestor

Stockton Whitten Digitally signed by Stockton Whitten Date: 2021.10.14 09:03:09 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2022-22

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Stockton Whitten Digitally signed by Stockton Whitten Date: 2021.10.14 09:03:09 -04'00'

Purchasing & Contracts Division Manager

Stockton Whitten Digitally signed by Stockton Whitten Date: 2021.10.14 09:03:09 -04'00'

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

September 23, 2021

Peter Davis
Utilities Engineer I
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Email: pdavis@cocoafl.org
Hard Copy Mailed Only on Request

**Subject: Marlin Manor & Pluckebaum Rd. WM Improvements Services During Construction**
**Scope of Services and Fee Estimate**

Dear Mr. Davis,

In accordance with your request, we are pleased to offer the enclosed revised scope of services and fee estimate for services during construction for the above referenced project.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

David A. King, P.E.
Vice President/Business Unit Leader

Cassandra "Casey" Cissell, P.E.
Project Manager

DAK:CMC

Enclosure: Scope of Services

**CITY OF COCOA**
**SCOPE OF SERVICES**
**FOR**
**MARLIN MANOR & PLUCKEBAUM RD. WM IMPROVEMENTS**
**SERVICES DURING CONSTRUCTION**

This Task Order is in conformance with the Agreement for Engineering Services for Design, Permitting, and Services during Construction of Utility Conveyance System Upgrades and Expansion ("Agreement") RFQ-12-06-COC dated April 28, 2015 between the City of Cocoa ("CITY") and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the contract.

**GENERAL/BACKGROUND**

The City of Cocoa and the City of Rockledge have design projects with overlapping areas. The City of Cocoa's project includes installation of water mains along Pluckebaum Rd. to Fiske Blvd. and in the Marlin Manor subdivision, designed by MEAD & HUNT. The City of Rockledge's project includes the installation of a forcemain along Pluckebaum Rd. from Clearlake Rd. to Fiske Blvd., designed by Jacobs. Both the City of Cocoa and the City of Rockledge have agreed to quote and construct both projects under one contract with one contractor. An interlocal agreement has been executed for such. The City of Cocoa has assumed the lead role and has tasked MEAD & HUNT to provide construction engineering, and inspection (CEI) services for the water main project. Constructing the two projects together will require close coordination with Jacobs as they will serve as the EOR for the forcemain. The quote and contract documents will include the plans and technical specifications for each project. A limited Notice to Proceed to the contractor is anticipated in late October with construction anticipated to start in December 2021 or January 2022 depending on pipe material availability.

**SCOPE OF SERVICES**

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

**PHASE 1 – PROJECT MANAGEMENT SPECIFIC TO WATER MAIN CONSTRUCTION**

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and verify completion of quality management processes for work products as it relates to the water main portion of the project. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will be completed in ten (10) months.

Deliverables – Project Management

- Monthly Invoices
- Monthly progress reports/statements accompanying invoices

**PHASE 2 – SERVICES DURING CONSTRUCTION SPECIFIC TO WATER MAIN CONSTRUCTION**

MEAD & HUNT will provide the following services during construction to the CITY as it relates to the water main portion of the project:

Prepare Released for Construction Documents

MEAD & HUNT will prepare Released for Construction documents by incorporating applicable quote-phase modifications to the Division 1 of the technical specifications and the construction drawings and technical specifications for the water main improvements. MEAD & HUNT will provide the Released for Construction documents to the CITY for inclusion in the contract documents.

Progress Meetings

MEAD & HUNT will maintain communication with the CITY and contractor by leading and participating in up to four (4) monthly construction progress meetings to monitor project progress and identify issues in a timely manner subsequent to the forcemain completion. The progress meetings will be conducted at the CITY facility or at the project site. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting. MEAD & HUNT will revise and redistribute meeting summaries based on comments from the meeting attendees.

Additional meetings that pertain to the force main and water main portions of the project are included under Phase 5.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summary

Submittal Review

The contractor will prepare submittals of equipment and other components of the work as specified in the contract documents. MEAD & HUNT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned.

Submittals pertaining to the water main portion of the project will be reviewed by MEAD & HUNT for compliance with the design concept and contract requirements. MEAD & HUNT estimates, 15 original submittals will be submitted for review. MEAD & HUNT cannot estimate how many rejections and resubmittals will be received from the contractor for re-review. This fee included includes review of up to 15 submittals to determine the acceptability of materials and equipment (including substitutes, if applicable) proposed by the contractor. Additional shop drawing review may necessitate the use of contingency funds.

MEAD & HUNT will also coordinate the concurrent review of water main submittals by CITY, as desired.

Requests for Information (RFI's)

MEAD & HUNT will maintain a log of RFI's received from the contractor to include RFI number, subject, date received, response, and date returned to contractor. MEAD & HUNT will receive and respond to up to 10 contractor RFI's or request for clarification of the contract documents or design intent as it relates to the water main portion of the project. MEAD & HUNT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements.

Field/Change Orders

MEAD & HUNT will maintain a log of field changes and pending change orders. MEAD & HUNT will prepare, issue, and coordinate up to 5 field orders, work directives, Requests for Proposals (RFP's), and change orders.

MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY. MEAD & HUNT will rely on Jacobs to review cost proposals and claims related to the force main and make recommendation of approval/rejection with the City of Rockledge.

**PHASE 3 – CONSTRUCTION OBSERVATION SPECIFIC TO WATER MAIN CONSTRUCTION**

The CITY will provide majority of construction observation.

MEAD & HUNT will provide a resident project representative (RPR) for supplemental construction observation/documentation for the project. This supplemental construction observation is assumed to be an average of 8 hours/week for 35 weeks. When on-site, the RPR will perform the following: observe and document the construction activities, review conformance with contract documents, and observe quality assurance testing. The CITY will be responsible for maintaining a detailed log including red-line construction drawings, field verification of work quantities, and coordinating resident/property owner complaints. CITY RPR to provide daily reports of construction, including description of construction

activity, photographs of activity, installed quantities and other pertinent information to MEAD & HUNT. City inspection reports along with MEAD & HUNT reports will provide for consistent documentation needed to effectively administer the construction contract. MEAD & HUNT reserves the right to manage the RPR coverage schedule (days and hours) as needed based on other commitments while staying within the allocated budget.

It is assumed City of Rockledge and/or Jacobs will have an onsite RPR to handle all construction observation relating to the force main.

Deliverables – Construction Observation

- Reports of witnessed construction activities
- Photo documentation of construction

**PHASE 4 – PROJECT CLOSEOUT SPECIFIC TO WATER MAIN CONSTRUCTION**

MEAD & HUNT will complete the construction project closeout with the completion/preparation of the following**:**

Substantial and Final Completion

MEAD & HUNT will assist the CITY to determine substantial completion and attend substantial and final walkthroughs relating to the water main portion of the project. MEAD & HUNT will document punchlist items at both substantial and final walkthroughs and verify completion of all punchlist items before final closeout.

MEAD & HUNT will issue formal substantial and final completion notifications to contractor on behalf of the CITY.

Deliverables – Substantial and Final Completion

- Substantial completion water main punchlist items (electronic)
- Final completion water main punchlist items (electronic)
- Formal substantial and final completion contractor notifications on water main portion

As-Built Review

MEAD & HUNT will review contractor final as-builts for compliance with the specifications on the water main portion.

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to the following permitting agencies for permit closeout:

- City of Rockledge
- Brevard County
- Florida Department of Environmental Protection (PWS)
- Florida Department of Environmental Protection (ERP)
- Florida Department of Environmental Protection (404 permit)

**PHASE 5 – SERVICES DURING CONSTRUCTION JOINT PROJECT CONSTRUCTION**

Items detailed within this phase are construction contract items that pertain to both the water main and force main portion of the project.

Project Coordination

MEAD & HUNT's PM will maintain regular communication and coordination between the CITY, City of Rockledge, and Jacobs throughout the project. This includes the general items that arise during construction that need to be coordinated/communicated to all parties but may not necessarily require formal submission of any documentation. It is the intention this coordination will be related only to items that pertain to both the water main and force main.

Issue Released for Construction (RFC) Documents

MEAD & HUNT will coordinate released for construction documents for the project. Once the water main and force main portions are prepared by MEAD & HUNT and Jacobs, respectively, MEAD & HUNT will issue via file transfer to the project team.

Deliverables – Released for Construction Documents

- Released for Construction documents for the project (in electronic format)

Pre-Construction Meeting

MEAD & HUNT will prepare an agenda for and conduct a pre-construction meeting with the CITY, City of Rockledge, Jacobs, and the contractor. The purpose of the meeting will be to discuss the Notice to Proceed (NTP) and define responsibilities, review project administrative requirements, and receive the contractor's plan to complete the work. It is typical that issues of safety requirements, contractor and staff contact information, submittals, permitting, schedule, work hours, staging areas, payment schedules, and

startup considerations will be discussed. MEAD & HUNT will distribute meeting summary to the attendees.

Prior to the preconstruction meeting MEAD & HUNT will coordinate and lead an “internal” kick-off meeting with the CITY, City of Rockledge, and Jacobs to establish communication and other pertinent information that will be presented to the Contractor at the preconstruction meeting.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Progress Meetings prior to Force Main Closeout

It is assumed that the force main portion of the project will be completed in advance of the water main portion at which point Jacobs and the City of Rockledge will have completed their project and no longer need to attend progress meetings. It is estimated that five (5) progress meetings would include all parties while both water main and forcemain construction is occurring. During this time, MEAD & HUNT will maintain communication with the CITY, City of Rockledge, Jacobs, and contractor by leading and participating in up to five (5) monthly construction progress meetings upon contractor mobilization to monitor project progress and identify issues in a timely manner. The progress meetings will be conducted at the CITY facility or at the project site. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting. MEAD & HUNT will revise and redistribute meeting summaries based on comments from the meeting attendees.

Deliverables – Progress Meetings

- Meeting Agendas and Summaries

Submittal Processing

The contractor will prepare submittals of equipment and other components of the work as specified in the contract documents. MEAD & HUNT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned.

Submittals pertaining to the water main portion of the project will be reviewed by MEAD & HUNT for compliance. MEAD & HUNT will log and electronically forward to Jacobs shop drawing submittals relevant to the force main portion of the project for review and comment. Upon receipt of comments MEAD & HUNT will process accordingly, log action taken and return.

Deliverables – Submittal Processing

- Processed submittal review packages
- Submittal log

Request for Information (RFI) Processing

MEAD & HUNT will maintain a log of RFIs received from the contractor to include RFI number, subject, date received, response, and date returned to contractor. MEAD & HUNT will log and electronically forward to Jacobs, RFI's relevant to the force main portion of the project for review and comment. Upon receipt of comments MEAD & HUNT will process accordingly, log response and return to contractor.

Deliverables – RFI Processing

- RFI response packages
- RFI response log

Field/Change Orders Processing

MEAD & HUNT will maintain a log of field changes and pending change orders. MEAD & HUNT will log field orders relevant to the force main portion of the project and electronically forward to Jacobs for review and comment. Upon receipt of comments MEAD & HUNT will process accordingly, log, and return to contractor.

Deliverables – Field/Change Orders Processing

- Field and change order packages and supporting documentation
- Field and change order log

Pay Application Review and Processing

MEAD & HUNT will review up to nine (9) monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. MEAD & HUNT will coordinate the review and verification by CITY of installed quantities to date of the work pertaining to the water main portion. It is assumed Jacobs will approve quantities and work efforts associated with the force main portion.

As part of this task, MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, as-built drawings, stored materials, release of liens, and as approved change/field orders.

Acceptable pay applications will be recommended for payment by both MEAD & HUNT and Jacobs for each of their respective parts of the project.

Deliverables – Pay Application Processing

- Pay application recommendations

Substantial and Final Completion Documentation

The force main portion of this project is anticipated to be completed in advance of the water main, as such, MEAD & HUNT will coordinate with Rockledge/Jacobs as to define substantial and final completion relating to the force main portion of the project. Rockledge/Jacobs RPR will document punchlist items associated with force main work. Upon receipt of punchlist items, MEAD & HUNT will process and electronically submit to the project team.

Deliverables – Substantial and Final Completion Documentation

- Substantial completion punchlist items (force main)
- Final completion punchlist items (force main)

As-Built Coordination

MEAD & HUNT will coordinate as-built review relating to the force main with Jacobs.

Permitting Closeout Coordination

MEAD & HUNT will coordinate with City of Rockledge/Jacobs to closeout permits relating to the force main portion of the project.

**PHASE 6 – REIMBURSABLES**

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. Items included in this phase will be billed at actual cost.

**PHASE 7 – CONTINGENCY**

If additional services are identified as needed or required during the duration of the construction, MEAD & HUNT will request approval from the CITY to utilize contingency funds for any additional work items. If CITY desires for MEAD & HUNT to provide additional RPR coverage beyond the 8 hours/week, the CITY

can authorize the use of these funds. Additional work will be billed on a time and expense basis per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the CITY.

**ASSUMPTIONS**

This scope of services was developed under the following assumptions:

- Construction contract duration is nine (9) months, actual construction duration is eight (8) months
- Contractor to provide as-built survey
- All deliverables will be submitted electronically
- MEAD & HUNT will serve as EOR on the water main project
- Jacobs will serve as EOR on the force main project
- Jacobs will create released for construction documents for the force main project
- City of Rockledge will review field/change order and pay applications with the support from Jacobs and provide necessary responses/approvals/etc. relating to the force main project
- City of Rockledge will perform periodic site visit for force main project
- City of Rockledge with support from Jacobs, will field verify work quantities on the force main project
- Jacobs will certify pay applications for work completed regarding the force main project
- Jacobs will closeout permits obtained during the force main design project

**EXCLUSIONS**

This scope of services excludes all items not specifically described herein, including but not limited to:

- Bidding (Quote) Assistance (MEAD & HUNT performing this under separate contract)
- Assistance with relocation of existing conflicting utilities (to be provided by utility companies)
- Construction material testing (to be provided by contractor via contract allowance)

**SCHEDULE**

MEAD & HUNT services anticipated to be completed within ten (10) months from the Notice to Proceed (NTP).

**COMPENSATION**

MEAD & HUNT will complete the above services for the estimated fee of **$130,339** based on the following breakdown and attached manhour breakdown:

| Phase | Fee | Basis |
|---|---|---|
| Phase 1 – Project Management Specific to Water Main Construction | $7,804 | Lump Sum |
| Phase 2 – Services During Construction Specific to Water Main Construction | $41,312 | Lump Sum |
| Phase 3 – Construction Observation Specific to Water Main Construction | $35,560 | Lump Sum |
| Phase 4 – Project Closeout Specific to Water Main Construction | $8,650 | Lump Sum |
| Phase 5 – Services During Construction Joint Project Construction | $24,710 | Lump Sum |
| **Sub-Total** | **$118,036** | |
| Phase 6 – Reimbursables | $500 | Actual Cost |
| Phase 7 – Contingency | $11,803 | Time & Expense |
| **Grand Total** | **$130,339** | |

Accepted by: CITY OF COCOA

By: _____

Name: _____

Title: _____

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

Date: _____

Approved by: MEAD & HUNT, INC.

By: _____

Name: David A. King, PE

Title: Vice President/Business Unit Leader

Date September 23, 2021

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER 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 THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

**IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.**

Mead & Hunt

**CITY OF COCOA**
**MARLIN MANOR & PLUCKEBAUM WM IMP. CEI**
**ROCKLEDGE, FL**
**ESTIMATED MANHOUR SCHEDULE**
**September 23, 2021**

| Phase | Description | Senior Associate, Principal | Project Engineer | Technician II | Engineer I | Administrative Assistant | Technician IV | Technician III | Total Task ($) |
|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate | $ 201.00 | $ 169.00 | $ 112.00 | $ 124.00 | $ 92.00 | $ 143.00 | $ 127.00 | See Below |
| 1 | **Project Management Specific to Water Main Construction** | | | | | | | | |
| | Project Coordination and Invoicing | | 44 | | | 4 | | | $ 7,804.00 |
| | **Subtotals** | **0** | **44** | **0** | **0** | **4** | **0** | **0** | **$ 7,804.00** |
| | | | | | | | | | |
| 2 | **Services During Construction Specific to Water Main Construction** | | | | | | | | |
| | Prepare Released for Construction (RFC) Docs | 2 | 4 | 24 | 4 | 16 | | | $ 5,734.00 |
| | Progress Meetings | 8 | 16 | | 16 | 8 | 8 | | $ 8,176.00 |
| | Submittal Review | 4 | 8 | | 8 | 10 | 8 | 24 | $ 8,260.00 |
| | Requests for Information (RFI's) | 4 | 10 | | 12 | 10 | 10 | | $ 6,332.00 |
| | Field/Change Orders | 4 | 10 | 9 | 12 | 5 | 10 | | $ 6,880.00 |
| | Coordination with City of Cocoa inspector (RFI's, C.O. Pay apps, quantities, misc.) | 4 | 14 | | | 30 | | | $ 5,930.00 |
| | **Subtotals** | **26** | **62** | **33** | **52** | **79** | **36** | **24** | **$ 41,312.00** |
| | | | | | | | | | |
| 3 | **Construction Observation, Supplemental, Specific to Water Main Construction** | | | | | | | | |
| | Resident project representative (8 hr./week 35 weeks) | | | | | | | 280 | $ 35,560.00 |
| | **Subtotals** | **0** | **0** | **0** | **0** | **0** | **0** | **280** | **$ 35,560.00** |
| | | | | | | | | | |
| 4 | **Project Closeout Specific to Water Main Construction** | | | | | | | | |
| | Substantial and Final Completion | | 6 | | 8 | 2 | 6 | | $ 3,048.00 |
| | As-Built Review | | 8 | | | | 8 | | $ 2,496.00 |
| | Permitting Closeout | 2 | 16 | | | | | | $ 3,106.00 |
| | **Subtotals** | **2** | **30** | **0** | **8** | **2** | **14** | **0** | **$ 8,650.00** |
| | | | | | | | | | |
| 5 | **Services During Construction Joint Project Construction** | | | | | | | | |
| | Project Coordination | | 16 | | | 6 | | | $ 3,256.00 |
| | Issue Released for Construction (IFC) Docs | | 1 | | | 2 | | | $ 353.00 |
| | Pre-Construction Meeting | 5 | 5 | | 5 | 8 | | 5 | $ 3,841.00 |
| | Progress Meetings prior to FM closeout | 8 | 20 | | | 10 | 8 | | $ 7,052.00 |
| | Submittal Processing | | 2 | | | 20 | | | $ 2,178.00 |
| | Request for Information (RFI) Processing | | 2 | | | 10 | | | $ 1,258.00 |
| | Field/Change Orders Processing | | 2 | | | 8 | | | $ 1,074.00 |
| | Pay Application Review and Processing | | 8 | | | 18 | 4 | | $ 3,580.00 |
| | Substantial and Final Completion Documentation | | 2 | | | 6 | | | $ 890.00 |
| | As-Built Coordination | | 2 | | | 4 | | | $ 706.00 |
| | Permitting Closeout Coordination | | 2 | | | 2 | | | $ 522.00 |
| | **Subtotals** | **13** | **62** | **0** | **5** | **94** | **12** | **5** | **$ 24,710.00** |
| | | | | | | | | | |
| | **TOTAL ALL TASKS** | **41** | **198** | **33** | **65** | **179** | **62** | **309** | **$ 118,036.00** |
| | | | | | | | | Lump Sum Total | **$ 118,036.00** |
| 5 | **Subconsultant/Reimbursables Breakdown:** | | | | | | | Subs/Reimbursables | $ 500 |
| | Description | Amount | | | | | | Contingency | $ 11,803.60 |
| | Survey Allowance | $ - | | | | | | **GRAND TOTAL** | **$ 130,339.60** |
| | Geotech Allowance | $ - | | | | | | | |
| | Printing/Reproduction/Postage | $ 500.00 | | | | | | | |
| | **Total** | **$ 500.00** | | | | | | | |

**SHARED COST MEMO TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCOA AND THE CITY OF ROCKLEDGE FOR PLUCKEBAUM/MARLIN MANOR PROJECT**

The City of Cocoa (herein referred to as "Cocoa") received quotes from two (2) construction contractors on September 3, 2021, for this joint Cocoa and City of Rockledge (herein referred to as "Rockledge") project. The summary of the quotes received is listed below. Atlantic Development's bid has been found as the lowest responsive bid.

| Contractor | Total Quote (Parts A, B and C) | Part A (Water Main Construction) | Part B (Force Main Construction) | Part C (Water Main Construction Additive Alternate) |
|---|---|---|---|---|
| Atlantic Development of Cocoa, Inc. | $3,581,652.14 | $2,588,113.25 | $619,721.06 | $373,817.83 |
| Danus Utilities, Inc. | $3,893,745.86 | $2,673,164.61 | $816,039.25 | $404,542.00 |

Per Section 3.4. of the Interlocal Agreement (Agreement), the parties were to identify common costs associated with the construction of this project that could be shared equally and document such in a shared cost memo. The construction quote documents were developed in a manner to provide a distinct separation of the costs associated with each city's work. Part A and Part C of the bid are Cocoa's attributable costs and Part B is Rockledge's attributable cost.

A portion of the overall construction contract administration, which is to be provided by Cocoa's engineering consultant, has been identified by both city's as a common/joint cost of $24,710. In accordance with the Agreement, the joint cost is to be split equally; $12,355 attributable to Rockledge and $12,355 is attributable to Cocoa.

**CITY OF ROCKLEDGE**

By: _____

Dr. Brenda Fettrow, City Manager

Date: _____

**CITY OF COCOA**

By: _____

Stockton Whitten, City Manager

Date: _____

**Prepared by and Return to:**

City of Cocoa
Attention: Utilities Director
65 Stone Street
Cocoa, Florida 32920

CFN 2020277118, OR BK 8947 PAGE 1478,
Recorded 12/10/2020 at 03:20 PM, Scott Ellis, Clerk of Courts, Brevard County
# Pgs:14

**INTERLOCAL AGREEMENT**
**BETWEEN**
**THE CITY OF COCOA AND THE CITY OF ROCKLEDGE**

**(Pluckebaum/Marlin Manor Project)**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into on this 10th day of November, 2020, by and between the **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922 (hereafter referred to as the "Cocoa") and the **CITY OF ROCKLEDGE**, a Florida municipal corporation, whose address is 1600 Huntington Lane, Rockledge, Florida 32955 (hereafter referred to as the "Rockledge".

**W I T N E S S E T H:**

**WHEREAS,** Rockledge provides roadway and other public infrastructure improvements within Rockledge, Florida; and

**WHEREAS,** Cocoa provides water utility services within the jurisdictional limits of Rockledge; and

**WHEREAS,** Rockledge plans to construct force main improvements within and along Pluckebaum Road ("Rockledge Pluckebaum Project"); and

**WHEREAS,** during Rockledge's construction of the Pluckebaum Project, Cocoa desires to simultaneously remove and replace existing water utility infrastructure within and along Pluckebaum Road and within Marlin Manor ("Cocoa Utilities Project"); and

**WHEREAS,** Rockledge desires to cooperate with Cocoa to install the force mains along Pluckebaum Road in conjunction with the Cocoa Utilities Project; and

**WHEREAS,** Cocoa's work regarding the Cocoa Utilities Project will be performed in conjunction with the Rockledge Pluckebaum Project to promote efficiency, to prevent unnecessary duplication of effort, and to reduce further inconvenience to the citizens of Rockledge, Brevard County; and

**WHEREAS,** Rockledge desires Cocoa's assistance in coordinating the construction of the Rockledge Pluckebaum Project in conjunction with the Cocoa's Utilities Project; and

**WHEREAS,** this Agreement is authorized pursuant to the provisions of Chapters 163 and 166, Florida Statutes and other applicable law; and

**WHEREAS,** the parties hereto have determined that this Agreement is in furtherance of intergovernmental cooperation and the public health, safety and welfare.

**NOW THEREFORE,** in consideration of the premises herein, the parties hereby agree as follows:

**Section 1.** **Recitals.** The above recitals are hereby deemed true and correct and are hereby incorporated herein by this reference.

**Section 2.** **Purpose.** The purpose of this Agreement is for Cocoa and Rockledge to cooperate and coordinate together the design, permitting, bidding, and installation of the Rockledge Pluckebaum Road Project and Cocoa Marlin Manor Utilities Project.

**Section 3.** **Project.** Cocoa and Rockledge agree to cooperate and coordinate the permitting, bidding, and installation of the Rockledge Pluckebaum Project and Cocoa Utilities

Project (hereinafter together referred to as the "Joint Project"). The following terms and conditions are further assented to and agreed by the parties with respect to the Joint Project:

3.1 Plans and Permits. Rockledge is responsible for preparing all necessary engineering plans for the design of the Pluckebaum Project and Cocoa is responsible for preparing all necessary engineering plans for the design of the Cocoa Utilities Project, but the plans for the removal and replacement of Cocoa's utilities (water mains) shall be consistent with the City of Cocoa's Utilities Handbook and the most current version of the Cocoa's Technical Provisions and Standard Details Manual. The plans for the removal and replacement of Rockledge's utilities (force mains) shall be consistent with the City of Rockledge's Utilities Handbook and the most current version of the Rockledge's Technical Provisions and Standard Details Manual. The Parties anticipate the following permits may be required to complete the Joint Project: FDEP General Permit Construct PWS Components, FDEP General Permit Construct Sanitary Sewer Components and Rockledge ROW Permit.

3.2 Construction Management. Cocoa shall be responsible for competitive bidding and contracting with the Contractor required to construct the Joint Project in accordance with applicable law and Cocoa's approved competitive bidding process. Cocoa shall provide Rockledge written notice of any such competitive bidding and Rockledge shall have the right to provide comments to Cocoa regarding any competitive bid under this Agreement before any bid is awarded to a Contractor by Cocoa, provided such comments are timely and provided within the award schedule established by Cocoa. Further, because there are two engineers of record for the Joint Project, Rockledge and

Cocoa shall both be responsible for the construction management of the Joint Project and Cocoa shall ensure that its Contractor provides Rockledge with periodic inspection and status reports as reasonably requested by Rockledge. Cocoa shall keep Rockledge apprised of the construction of the Joint Project. Cocoa and Rockledge shall cooperate with each other with respect to the construction management of the Joint Project, and Rockledge shall have the right to participate in all Joint Project progress meetings. Upon completion of the Joint Project to the satisfaction of both parties, Cocoa shall transfer, or have its Contractor transfer, to Rockledge, by bill of sale, title to the force main free and clear of all liens and encumbrances and provide Rockledge "as-built" drawings of said utilities infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Rockledge portion of the Joint Project.

3.3 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water main under this Agreement must include hold harmless and indemnification provisions to protect Cocoa and Rockledge in a form acceptable to the parties. The construction Contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa and Rockledge as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Cocoa must submit draft contract language containing this language to Rockledge and its City Attorney to review and allow Rockledge at least seven (7) days to review and comment on the same. If Rockledge submits comments, Cocoa shall use all reasonable efforts to incorporate Rockledge's comments into the contracts and subcontracts, as applicable. The

construction contract language requirements set forth in this section will be set forth in the bid documents prepared by Cocoa so that all bidders are appraised of this requirement prior to submitting a bid for the Joint Project.

3.4 Joint Project Costs; Cocoa and Rockledge Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting, and installation (materials and labor) of their respective work. However, the parties anticipate that they will be able to identify common costs associated with the Joint Project during the construction phase of the Joint Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Joint Project, to identify such common costs by mutual agreement, and said costs shall be reduced in writing that will be signed by the City Managers of Rockledge and Cocoa ("Shared Cost Memo"). The Shared Cost Memo will be developed during the bidding phase and finalized upon receiving the construction bids. Rockledge and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50%) each. Any proposed change orders for the Joint Project must be reviewed and approved by Cocoa and Rockledge in writing. Additionally, with respect to change orders, in the event the Joint Project Contractor seeks additional compensation for delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Cocoa and the Contractor via the change order process. If the requested change order requested by the Contractor is specific to a portion of the Joint Project solely related to either Rockledge or Cocoa's scope of work, then only the party whose scope of work is affected will pay for the change order. If the requested change order is

related to the common costs of the Joint Project, then Rockledge and Cocoa agree to share the costs of the change order.

3.5 Payment by Cocoa. Prior to Cocoa issuing a Notice to Proceed with the construction of the Joint Project, Cocoa shall deliver a written notice to Rockledge itemizing Rockledge's share of the Joint Project costs as set forth in Section 3.4 of this Agreement. Upon delivery of the invoice, Rockledge will have five (5) business days in which to accept the invoice or identify and notify Cocoa of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Joint Project schedule. Within thirty (30) days from the date that Rockledge accepts the invoice, Rockledge will issue payment to Cocoa for its share of the Joint Project costs stated in the accepted invoice. Cocoa will retain Rockledge's payment in escrow and shall only use said payment to Rockledge's Joint Project costs after receiving written authorization for each pay request. During the Construction phase of the Joint Project, Rockledge and Cocoa will jointly review any progress payment requests made by the Contractor and jointly sign off on the requests prior to Cocoa making payment to Contractor. Any Rockledge funds not expended by Cocoa due to any additional Joint Project costs savings or changes in scope, if any, will be returned to Rockledge within sixty (60) days of the Joint Project deemed complete by the parties. Cocoa shall be responsible for paying all Contractors in full. Rockledge will likewise pay for its share of the Joint Project costs.

**Section 4.** **Duty to Act in Good Faith.** Rockledge and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Each Party shall proceed with the design, permitting and installation of the Joint Project as rapidly as is practical and feasible.

**Section 5.** **Implementation and Other Documents.** To the extent that additional documents are required to be prepared and executed in order to effectuate this Agreement, the Rockledge City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

**Section 6.** **Employee Status.** Each party shall be responsible for their own employees, contractors and agents. Persons employed by Rockledge in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Rockledge.

**Section 7.** **Indemnification; Attorney's Fees; Sovereign Immunity.** Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees, costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest

extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

**Section 8. Notices.**

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

**For ROCKLEDGE:**

Jim Elmore or designee
Director
Rockledge Wastewater Treatment
& Water Reclamation Facility
1700 Jack Oates Blvd.
Rockledge, FL 32955
321.221.7540 (phone)
jelmore@cityofrockledge.org

With copy to the City Attorney:

Joseph E. Miniclier
1037 Pathfinder Way
Ste. 150
Rockledge, Florida 32955
(321)639-0505 (phone)
jminiclier@cityofrockledge.org

**For COCOA**:

Jack Walsh
Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

**Section 9. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**Section 10. Term; Entire Agreement.** The term of this Agreement commences on the Effective Date set forth in Section 18 of this Agreement and shall remain in effect until the Joint Project has been completed to the satisfaction of both parties. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. Either party may terminate this Agreement without cause. The parties shall meet upon thirty (30) days written notice and attempt to determine the expenses and cost attributable to each party. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by

the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

**Section 11. Binding Effect; Waiver; Time Extensions.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

**Section 12. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

**Section 13. Conflict of Interest.** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

**Section 14. Force Majeure.** In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform

obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

**Section 15. Default and Remedy.**

(a) Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any

default not cured as provided herein, the non-defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

(b) Should either party have a dispute related to the Joint Project or declare a default under this Agreement, the party or parties may invoke this provision to attempt to resolve the dispute or default which has arisen. The party believing there is a dispute shall notify the other party in writing of the nature of the dispute and a factual background thereof, or in the case of default a written notice under Section 15. The parties will each select representatives they believe are necessary to resolve the dispute or default, as the case may be. The parties shall then meet within thirty (30) days, at a place, date and time mutually agreed upon. Should the parties be unable to come to an agreement regarding the dispute or default, either party may terminate this Agreement by providing the other party written notice.

**Section 16. Governing Law and Venue.** The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

**Section 17. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of Rockledge and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Rockledge and Cocoa. Nothing in this Agreement, expressed or implied, is

intended or shall be construed to confer upon or give any person or entity other than Rockledge and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Rockledge and Cocoa.

**Section 18. Effective Date; Recordation.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the Rockledge City Clerk at the address listed in Section 8 of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

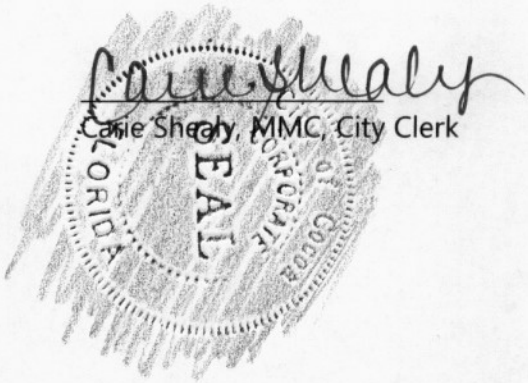
Jennifer Levasseur, City Clerk

**ROCKLEDGE, FLORIDA**

By: Brenda Fettrow
Dr. Brenda Fettrow, City Manager

As authorized for execution by the Rockledge City Council at its November 4th, 2020 regular meeting.

ATTEST:



Carie Sheely, MMC, City Clerk

**CITY OF COCOA, FLORIDA:**

By: _____

Jake Williams Jr., Mayor

As authorized for execution by the City of Cocoa City Council at its November 10, 2020 regular meeting.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

# 1st AMENDMENT

## RFQ No. 17-16-COC

This FIRST Amendment to the purchase agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansion is made and entered into as of December 11, 2020 by and between the **City of Cocoa** and **Mead & Hunt, Inc.** P.O. Drawer 290247, Port Orange, Florida 32129-024.

The original agreement entered into on February 23, 2018 is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the increased rates, terms, and conditions commencing on February 23, 2021 and terminating on February 22, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

| **MEAD & HUNT, INC.** | **CITY OF COCOA** |
|---|---|
| By: David King<br>(Name) Printed | By: Michael C. Blake<br>(Name) Printed |
| Vice President/Business Unit Leader<br>(Title) | Mayor<br>(Title) |
| Signature 12/28/2020 Date | Signature 12/26/2021 Date |

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Kevin Joseph, MSCE, E.I.

# MEAD & HUNT, Inc.
# Municipal Billing Rate Schedule
# Effective January 1, 2021

**Standard Billing Rates**

| | |
|---|---|
| Clerical | $75.00 / hour |
| Registered Land Surveyor | $140.00 / hour |
| Technical Editor, Biologist | $112.00 / hour |
| Technician I, Technical Writer, Administrative Assistant | $92.00 / hour |
| Technician II, Surveyor - Instrument Person | $112.00 / hour |
| Technician III | $127.00 / hour |
| Technician IV | $143.00 / hour |
| Senior Technician | $156.00 / hour |
| Engineer I, Scientist I, Architect I, Interior Designer I, Planner I | $124.00 / hour |
| Engineer II, Scientist II, Architect II, Interior Designer II, Planner II | $142.00 / hour |
| Engineer III, Scientist III, Architect III, Interior Designer III, Planner III | $153.00 / hour |
| Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist | $160.00 / hour |
| Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner | $169.00 / hour |
| Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner | $183.00 / hour |
| Senior Associates, Principal | $201.00 / hour |

**Expenses**

| | |
|---|---|
| Geographic Information or GPS Systems | $100.00 / day |
| Total Station Survey Equipment | $110.00 / day |
| *Charges for other equipment may appear in a proposal* | |
| Out-Of-Pocket Direct Job Expenses | cost plus 15% |
| Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc. | |

**Travel Expense**

| | |
|---|---|
| Company or Personal Car Mileage | IRS rate / mile |
| Air and Surface Transportation | cost plus 15% |
| Lodging and Sustenance | cost plus 15% |

**Billing & Payment**

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

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This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

**Pluckebaum Road and Marlin Manor Water Main Improvements Project Values**

| Overall Project Costs | |
|---|---|
| Total Atlantic Development Quote (no alternate) | $ 3,207,834.31 |
| 10% Contingency | $ 320,783.43 |
| Total Atlantic Development Quote (no alternate) + 10% Contingency | $ 3,528,617.74 |
| Mead & Hunt SDC Proposal | $ **130,339.00** |

| Rockledge Requirements | |
|---|---|
| Portion of Quote for Rockledge Force Main Construction | $ 619,721.06 |
| 10% Contingency | $ 61,972.11 |
| Rockledge Force Main Construction + 10% Contingency | $ 681,693.17 |
| Mead & Hunt SDC Proposal | $ 12,355.00 |
| Total to be paid by Rockledge (held in escrow) | $ 694,048.17 |

| Cocoa Requirements | |
|---|---|
| Portion of Quote for Cocoa Water Main Construction (no alternate) | $ 2,588,113.25 |
| 10% Contingency | $ 258,811.33 |
| Cocoa Water Main Construction (no alternate) + 10% Contingency | $ 2,846,924.58 |
| Mead & Hunt SDC Proposal | $ 117,984.00 |
| **Requested Funding Required Above the Current Project Budget** | **$ 464,908.58** |

MEAD&HU-01 MHORSFALL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/9/2020

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
Hausmann-Johnson Insurance, Inc.
740 Regent Street 4th Floor
PO Box 259408
Madison, WI 53725-9408

CONTACT NAME: Melissa Horsfall
PHONE (A/C, No, Ext): (608) 252-9617 FAX (A/C, No):
E-MAIL ADDRESS: melissa.horsfall@hausmann-johnson.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Travelers Indemnity Company of Connecticut | 25682 |
| INSURER B : Charter Oak Fire Insurance Co | 25615 |
| INSURER C : Travelers Property Casualty Company of America | 25674 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562-1562

**COVERAGES** **CERTIFICATE NUMBER: 2017** **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 | | | 6305C656013 | 12/1/2020 | 12/1/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | 8101L275575 | 12/1/2020 | 12/1/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB X OCCUR | | | CUP0K301101 | 12/1/2020 | 12/1/2021 | EACH OCCURRENCE | $ 9,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 9,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | UB8J2154321943E -OTH STAT | 12/1/2020 | 12/1/2021 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When specified in written contract, the City of Cocoa is listed as Additional Insured with respect to Commercial General Liability (subject to all policy terms, limitiations, conditions and exclusions).

**CERTIFICATE HOLDER**

City of Cocoa
375 N Cocoa Blvd
Cocoa, FL 32922

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2020

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 1-800-527-9049<br>Holmes Murphy & Assoc - WI<br><br>1600 Aspen Commons Suite 990<br><br>Middleton, WI 53562 | CONTACT NAME: Linda Bomarito<br>PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945<br>E-MAIL ADDRESS: lbomarito@holmesmurphy.com |
| INSURED<br>Mead & Hunt, Inc.<br>M & H Architecture, Inc.<br>2440 Deming Way<br><br>Middleton, WI 53562 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : XL SPECIALTY INS CO — 37885<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 60901875 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | 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) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/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 | $ |
| A | Professional Liability | | | DPR9967599 | 10/25/20 | 10/25/21 | Each Claim | 5,000,000 |
| | (Claims Made) | | | | | | Aggregate | 10,000,000 |

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

Pollution Liability Included

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Cocoa<br><br>65 Stone Street<br><br>Cocoa, FL 32922<br><br>USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

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# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-664

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-664 | **Type:** | Appointment | **Status:** | Council Busines |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 09/29/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Consider the appointment of Mr. Robert Dyar to fulfill a Regular member vacancy on the Board of Adjustment.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Board of Adjustment.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | marsenault@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

| **Board of Adjustment** | **Meets Third Wednesday of Every Month @ 6pm** | | | **Expirations in May** |
|---|---|---|---|---|
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| ~~Robert W. Frey~~<br>**VACANCY** | ~~322 Clearlake Rd. Cocoa, FL 32922~~<br><br>~~1523 N. Cocoa Blvd. Cocoa, FL 32922~~<br><br>~~bikesNpawn@yahoo.com~~ | ~~633-1326~~<br>~~480-7623(c)~~ | ~~4/24/18Reappointed~~<br>~~4/14/15 Reappointed~~<br>~~5/8/12 Reappointed~~<br>~~4/14/09 Reappointed~~<br>~~5/23/06 Reap.~~<br>~~3/03 Reappointed~~<br>~~10/97 Appointed~~ | ~~2021~~ |
| Dan Quattrocchi<br><br>(1/3 of the Non-Resident seats) | 3056 Skyline Drive<br>Cocoa, FL 32922<br><br>danq@quattrocchirealestate.com | 321-720-1822 hm<br>321-452-8668 wk<br>321-720-1822 cell | 12/11/19 appointed<br><br>(fulfilled seat vacated by Mr. Matthew Ford, who did not renew) | 2022 |
| Pam Shaia<br>(2/3 of the Non-Resident seats) | 308 Brevard Avenue<br>Cocoa, FL 32922<br><br>pshaia@cfl.rr.com | 256-656-3249 cell<br>321-305-4584 Wk | 07/19 appointed (fulfilled Jolley vacancy) | 2022 |
| Patricia Weeks | 1351 Tarton Way<br>Cocoa, FL 32926<br><br>Patriciaweeks@bellsouth.net | 321-759-8563 hm, wk, cell | 05/2021 Reappointed<br>01/2021 appointed to fulfill reg. term of Dyal<br>12/11/19 appointed as 1st alt. | 2024 |
| Nancy N. Elliot<br>***Vice Chairperson (as of 10/2020)*** | 3406 Indian River Drive<br>Cocoa FL 32926<br><br>nancyelliott@cfl.rr.com | 636-9972 (H)<br>223-8983 (C) | 06/20 reappointed<br>7/17 reappt.<br>5/14 appt. | 2023 |
| Bruce Gilmore<br>***Chairperson (as of 10/2020)*** | 413 Westchester Drive, 32926-6640<br><br>Bgilmore003@cfl.rr.com | 632-7687 | 05/20 Reappointed<br>05/17 Reappointed<br>04/14 Reappointed<br>07/12 Reappointed<br>05/08 Reappointed<br>4/05 Reappointed<br>5/90 Appointed | 2023 |
| Kaitlyn Aliano | 12 Sunrise St.<br>Cocoa, FL 32922<br><br>Kaitlyn.weisberg@gmail.com | 321-432-8117 | 01/2021 Appointed | 2024 |
| 2nd Alternate<br>Robert Dyar | 4920 Shade Tree St.<br>Cocoa, FL 32926<br><br>bobbydyar@gmail.com | 321-258-8284 | 05/2021 Appointed | No expiration |
| 1st Alternate<br>Randal Hiester | 5292 Talbot Blvd.<br>Cocoa, FL 32926<br><br>Rjhbjh2017@yahoo.com | 321-501-6369 hm/cell | 02/2020 Appointed | No expiration |
| LIAISON | Councilman Dyal | 474-4924 | Updated 12/20 | |

| | | | | |
|---|---|---|---|---|
| Counsel: Anthony Garganese | PO Box 2873, Orlando, FL 32802-2873 | 866-425-9566 | | |
| RECORDING SECRETARY | Monica Arsenault | 433-8488 | Updated 10/11/21 | |

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-688

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-688 | **Type:** | Appointment | **Status:** | Council Busines |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/11/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Consider the appointment of Jocelyn Scott as a second Alternate member on the Code Enforcement Board.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Board Application.pdf, Code Enforcement Board.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | marsenault@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Carie Shealy**

**From:** noreply@civicplus.com
**Sent:** Tuesday, July 27, 2021 12:30 PM
**To:** Carie Shealy
**Subject:** Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

# NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
*City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check*, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

| | |
|---|---|
| First Name | Jocelyn |
| Last Name | Scott |
| Application Date | 7/27/2021 |
| Address1 | 635 School Street |
| City | Cocoa |
| State | FL |
| Zip | 32922 |
| District | District 1 |
| Home Phone Number | 3216981641 |
| Work Phone Number | *Field not completed.* |
| Cell Phone Number | 321-698-1641 |
| Other Phone Number | *Field not completed.* |
| Place of Business | Board of County Commissioners Transit Services |
| Title/Position Held | Customer Service Supervisor |

| | |
|---|---|
| Date of Birth* | |
| E-mail Address | jazzone1962@yahoo.com |

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

| | |
|---|---|
| Various City Boards/Committees Available | Affordable Housing Advisory Committee, Code Enforcement/Drug Related Public Nuisance Board |

(Section Break)

## Eligibility

| | |
|---|---|
| Have you been a City of Cocoa resident for at least 6 months? | Yes |
| Do you own property or a business in Cocoa? | No |
| Are you registered to vote in Brevard County, Florida? | Yes |
| Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. | No |
| If yes, have your civil rights been restored? | *Field not completed.* |
| Do you consent to a standard criminal background check? | Yes |

(Section Break)

## Miscellaneous Information

| | |
|---|---|
| Do you currently serve on any other City of Cocoa board? | No |

| | |
|---|---|
| Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage? | No |
| Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. | No |
| If yes, please provide details. | *Field not completed.* |

(Section Break)

## Interests and Experience

| | |
|---|---|
| Additional Information May be Attached | *Field not completed.* |
| Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee. | I am interested in helping make Cocoa Fl a beautiful, affordable, family-oriented place to live. Also having more locally owned (maybe Ma & Pa) businesses along the 520 thoroughfare; as well as lower income areas. I really want the citizens of this city to be happy and proud that they reside here. It's time for ME to participate in Cocoa. As I have matured, I realize which things are important to me. It's time for this great city to flourish again! |

(Section Break)

## State Reporting Requirements

*Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:*

| | |
|---|---|
| Race | African-American |
| Gender | Female |

| | |
|---|---|
| Disability | *Field not completed.* |
| | *Field not completed.* |

(Section Break)

Applicant Certification

*By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.*

| | |
|---|---|
| Signature | Jocelyn Scott |
| Date: | 7/27/2021 |
| City Board and Committee Information as well as Meeting Information | Boards and Committees |

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

| **Code Enforcement Board** | **Meets Third Thursday Every Month @ 6pm** | | | **Expirations in June** |
|---|---|---|---|---|
| **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)** | | | | |
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Jim Gifford – Chairperson | 2807 Tulane Drive, 32926-5756<br><br>jgifford@cfl.rr.com | 427-9645 cell | 06/19 Reappointed<br>5/16 Reappointed<br>6/13 Reappointed<br>4/10 Reappointed<br>5/07 Reappointed<br>4/04 Reappointed<br>11/95 Appointed | 2022 |
| Sharri Scott<br>(Fulfilling term of Virginia Weaver) | 213 Bedford Place<br>Cocoa, FL 32922<br><br>sharripscott@gmail.com | 843-957-4283 hm & cell 407-647-2622 wk | 06/21 Reappointed<br>01/2021 appointed | 2024 |
| George Brown, Jr. | 555 W. King Street, 32922-7421 | 632-6563 | 06/20 Reappointed<br>07/17 Reappointed<br>05/14 Reappointed<br>05/11 Reappointed<br>6/08 reappt.<br>4/05 Reappointed<br>1983 Appointed | 2023 |
| Lloyd Roberts | 1131 Grove Avenue<br>Cocoa, FL 32922<br><br>Roberts.lloyd2@gmail.com | 321-684-8449 | 06/21 Reappointed<br>07/19 Appointed<br>(Filling unexpired term of Cicerrella) | 2024 |
| Edward Green<br>(Replaced Michael Klug)<br>Vice Chairperson | 104 Riverside Dr.<br>Apt. 204<br>Cocoa, FL 32922<br><br>Edgreen20@gmail.com | 321-617-5554 | 06/21 Reappointed<br>08/18 Appointed | 2024 |
| Kimberly Curtis | 772 Cressa Circle<br>Cocoa, FL 32926<br><br>Kimberlycurtis425@gmail.com | 321-261-1125 hm | 06/21 Reappointed<br>08/20 Appointed as Regular member *to fulfill Scott Hannon's term* | 2024 |
| David Lightholder | 219 Broadview Dr.<br>Cocoa, FL 32922<br>Dave-jr0@LBCMI.us | 636-1354 hm<br>449-9494 wk<br>863-4774 cell | 06/21 Reappointed<br>07/18 Reappointed<br>05/15 Reappointed<br>03/15 appointed<br>(filled C. Young seat) | 2024 |
| 1st Alternate<br>Demetrius Thomas | 313 Stone St.<br>Cocoa, FL 32922<br><br>dthomas35405@gmail.com | 321-262-6467 | 03/23/2021<br>Appointed | No expiration |
| 2nd Alternate<br><br>**VACANCY** | | | | No expiration |
| LIAISON | Councilman Dyal | 474-4924 | Updated 12/20 | |
| Counsel: Debra Babb-Nutcher | Brown, Garganese, Weiss & D'Agresta | | | |

| | | | | |
|---|---|---|---|---|
| RECORDING SECRETARY | Darla Crowl | 433-8508 | | |

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-703

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-703 | **Type:** | Informational Item | **Status:** | Council Busines |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/18/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Consider appeal of the City Manager's final decision regarding 10 Months of Utility Back Billing, for Water/Sewer, due to a Stuck Compound Register for the Three Fountains of Viera, 250 Units Complex.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | 1) Customer Contact 2-9-21 Three Fountains of Viera.msg, 2) Attorney Contact 3-19-21.pdf, 3) City Managers Response 5-5-21.pdf, 4) Attorney Contact 6-23-21.pdf, 5) Utility Handbook - G. Utility Billing Adjustments pdf.pdf, 6) Utility Handbook - Section 8 - C. Customer's Rights Disputed Bills.pdf, 7) Analysis of Consumption Three Fountains of Viera.pdf, 8) Neptune City of Cocoa Evaluation 09-16-21.pdf, 9) Utility Handbook - Section 1 D. Scope and Intent.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | lhowell@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

LACEY · LYONS
REZANKA
ATTORNEYS AT LAW

Stephen J. Lacey
*Attorney, Managing Member*

Aaron D. Lyons
*Attorney, Managing Member*

Kimberly B. Rezanka
*Partner*

Robyn W. Hattaway
*Partner*

Ethan B. Babb
*Associate Attorney*

March 19, 2021

Via Hand Delivery and Email: LSampson@cocoafl.org

Ms. Lisa Sampson
Utility Customer Service Manager, City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Our Client/Account Name: Three Fountains of Viera
Account Number: 294855-156868
Service Address: 6401 Borasco Drive 250 Units

Dear Ms. Sampson:

This Firm represents Three Fountains of Viera Condominium Association, Inc. ("Association") regarding the Association's dispute with the City of Cocoa's estimated billing due to the City's "stuck meter". In accordance with the Cocoa Florida Utilities Handbook adopted by the City of Cocoa Counsel – updated 8/26/19, this letter should serve as Formal Notice of our Client's Appeal on behalf of the Association. Previously, the Association has had extension communication with Jeremy Vazquez, Customer Service Supervisor, to dispute this back-billed fees of $32,494.35.

On or about February 1 and 2, 2021, the Association received five (5) invoices reflecting a change in billing for water and sewer charges from January 2020 through October 2020. Those invoices are enclosed as Exhibit "A". The invoices are incredibly confusing, lacking in clarity, and included no explanation. As the Association must collect funds from current members of the Association, these invoices indicated that current members could be liable for water and sewer charges incurred by past due owners in the Association.

To summarize, the Association has been charged for an "estimated" amount of water consumption for billing cycles beginning January 2020 through October 2020, which totals $32,494.35. That is the total back-billed amount. The City is basing these back charges on a "stuck meter" provision in the Utilities Handbook, which allows for 12 months of estimated back charges. However, the "stuck meter" assertion is inappropriate here, as the "meter" did indeed read water consumption, just a lower amount than it perhaps should have read. One chamber of the meter may have been registering improperly, or maybe it was registering correctly. It is unclear how the City - or even when the City - determined that the low-flow meter was not working properly, when it was repaired or what repairs were necessary. Moreover, the Association did not select this type of meter and should bear no responsibility to prove it worked or did not work. In fact, it is doubtful that the City retained the "broken" low-flow meter to allow inspection by the Association.

It is the Association's contention that is does not owe for the back-billed estimated amounts because the City breached its Agreement to maintain the meter and any "damages" are to be borne by the City; the maintenance of the meter and "low-flow" chamber is solely the responsibility of the City of Cocoa not the Association. Moreover, the City should have inspected the low-flow chamber long ago. It appears the meter was changed prior to the 12/14/15 – 1/14/16 billing period. Looking through the old invoices, the usage fluctuated greatly. The invoice with a billing date of 12/19/17 appears to reflect no change in the low-flow chamber. However, five (5) invoices in 2018 reveal low-flow usage, albeit nominal. All the 2019 invoices, and most all of 2020 invoices, show -0- readings for one of the meter readings – but there is no way the Association would have understood there might have been an issue with the meter. But the City certainly should have been on notice.

Second, the Association believes that as to the estimated amount, the estimate is grossly overstated for the ten months as the members' usage of water and sewer is clearly seasonable, upon review of the preceding five (5) years of utility bills. We suggest an estimate of 75 would be much more reasonable, based upon the average of usage from the change of the meter sometime in December of 2015. We expect this would result in a three-fourths decrease in the estimated amount owed, and the Association is willing to pay one-quarter of the back-billed invoices, in the amount of $8,125.58.

Should this be acceptable to the City, the Association will pay the full amount in 60 days. If this is not acceptable, we ask that this be send directly to the City Council for an expedited appeal.

Please confirm that water and sewer service to this account will not be shut-off due to the appeal of the back-billed amount. The Association received a delinquency notice today, Exhibit "B", demanding payment and threating to discontinue service if the back due amount is not paid by March 25, 2021 at 4:30.

Thank you for your prompt attention to this matter.

Sincerely,

Kimberly B. Rezanka

KBR/bms
Enclosures

cc: Scott Whitten (via email: swhitten@cocoafl.org)
Anthony Garganese, Esq. (Via email: agarganese@orlandolaw.net)
Client

COCOA FLORIDA

65 Stone St. Cocoa, FL 32922
Phone: (321) 433-8611

May 5, 2021

Kimberly Rezanka
1290 U.S. Highway 1 Suite 201
Rockledge, Florida 32955

Re: Three Fountains of Viera
Account Number: 294855-156868
Service Address: 6401 Borasco Drive 205 Units

Dear Ms. Rezanka:

The City of Cocoa received your letter, dated March 19, 2021, disputing a utility bill on behalf of Three Fountains of Viera Condominium Association, Inc. ("Association"). The letter constitutes an appeal pursuant to Section 8(C) of the City of Cocoa Utilities Handbook ("Handbook"). The basis of the appeal stems from a back-billed fee of $32,494.35 related to a stuck compound meter servicing the Association's property. The compound meter registers both low flow and high flow water consumption. In this case, the register measuring low flow was stuck resulting in a significant amount unmeasured water consumption by the Association for approximately a three (3) year time period. Based on your request for an "expedited appeal," I have agreed to consider your appeal and render a final administrative decision stated herein pursuant to the authority vested in the City Manager under the Utility Handbook. For the reasons explained below, I affirm the decision made by City Staff.

Generally, all customers of the Cocoa Water Utility System are required to pay for water consumption in accordance with the City's duly adopted service policies. Each customer's consumption is measured using a utility meter. Sometimes utility meters fail to accurately register water consumed by the customer. That failure does not absolve the customer from paying for water service that was provided by the City when the meter was malfunctioning. Once the customer and/or City discover that the meter has failed to accurately register consumption and a new meter is installed, the unregistered water consumption is typically back billed using an estimated consumption based on historical water consumption on the account during times when the meter was functioning properly. However, realizing that back billing customers for prior unregistered water consumption may sometimes cause a financial hardship, the Utility Handbook provides several policies affording a customer relief including reducing the time period in which the back billing will be applied, and affording customers the option of a payment plan to pay the amount over a reasonable period of time.

Here, the Association has been a long-term water customer of the City's Utility and the City maintains a significant amount of data evidencing the Association's historical water consumption. In this case, based on the information provided to me by City staff, the Association's compound meter became stuck and was not registering low flow accurately for approximately three (3) years beginning around the end of the year 2017 through the year 2020. A City utility crew confirmed the stuck register in October 2020 and a new register was installed. However, during this time period, the high flow register continued to function properly.

When a meter sticks or becomes stuck, it does not accurately register water consumption even though consumption is occurring. In such instances, Section 9(G) of the Handbook provides that the customer will be billed their average monthly consumption charges for any or all the 12 preceding months they were previously billed zero or no consumption.

To determine the back billed amount, City Staff examined the low flow register reading after the City installed a new register for the months of November (268 Cons. or 268,000 gallons) and December (356 Cons.), and then calculated that the average low flow for this two-month time period was 312 Cons. per month. 312 Cons. was then back billed for each of the preceding ten (10) months which resulted in a back billed fee amount of $32,494.35.

For statistical purposes, the addition of 312 Cons. per month resulted in a total average consumption for the preceding ten (10) months equal to 575 Cons. per month. Since this calculation was made by City Staff, the City has also crossed checked the 575 Cons. with the historical data from the year 2014 through 2016 when the meter was functioning properly and the new data from the time the new register was installed (November 2020 through March 2021). Both comparable time periods had a higher total average consumption per month than the 575 Cons. used for back billing purposes. Specifically, from 2014 through 2016, the total average consumption per month was 594 Cons, and from November 2020 through March 2021, it was 610 Cons. Therefore, City Staff's decision to back bill 312 Cons. per month is equitable and fair based on both the Association's higher historical water consumption and the Association's higher most recent consumption since the low flow register was replaced. In addition, I find City Staff's decision to only back bill the Association for the preceding ten (10) months, rather than the maximum 12 months allowed by the Utility Handbook, to be fair and equitable, especially given the circumstances that the Association's low flow register was apparently stuck for a much longer three (3) year period.

For your convenience, I have attached a copy of the spreadsheet prepared by City Staff that supports my findings related to the Association's appeal.

Finally, the City of Cocoa realizes this may be a financial hardship to your client and we are prepared to extend a long-term payment plan. The past due balance on the account is $33,841.43 with the most recent payment applied, however the late fees will be waived and adjusted off the account once a payment plan is created. These arrangements can be put in place with Jeremy Vazquez, Customer Service Supervisor jvazquez@cocoafl.org.

Sincerely,

Stockton Whitten
City Manager

Cc: Anthony Garganese

LACEY · LYONS
REZANKA
ATTORNEYS AT LAW

Stephen J. Lacey
*Attorney, Managing Member*

Aaron D. Lyons
*Attorney, Managing Member*

Kimberly B. Rezanka
*Partner*

Robyn W. Hattaway
*Partner*

Ethan B. Babb
*Associate Attorney*

Audrey Wanich
*Associate Attorney*

June 23, 2021

Via Email: SWhitten@cocoafl.org

Mr. Stockton Whitten
City Manager, City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Our Client/Account Name: Three Fountains of Viera
Account Number: 294855-156868
Service Address: 6401 Borasco Drive 250 Units

Dear Mr. Whitten:

As you know, this Firm represents Three Fountains of Viera Condominium Association, Inc. ("Association") regarding the Association's dispute with the City of Cocoa's estimated billing due to the City's "stuck meter". On May 13, 2021, we received your May 5, 2020 response to the Association's written appeal. As your response provided no relief to the Association, the Association seeks a hearing before City Council, pursuant to Art III, Sec. 3 of the City's Charter, to dispute this back-billed fees of $32,494.35 and this alleged debt be discharged or reduced. The Association has offered to pay one-quarter of the back-billed invoices, in the amount of $8,125.58.

To summarize, the Association has been charged for an "estimated" amount of water consumption for billing cycles beginning January 2020 through October 2020, which totals $32,494.35. That is the total back-billed amount. The City is basing these back charges on a "stuck meter" provision in the Utilities Handbook, which allows for 12 months of estimated back charges. However, the "stuck meter" assertion is inappropriate here, as the "meter" did indeed read water consumption, just a lower amount than it perhaps should have read. One chamber of the meter may have been registering improperly, or maybe it was registering correctly. It is unclear how the City - or even when the City - determined that the low-flow meter was not working properly, when it was repaired or what repairs were necessary.

As additional grounds for discharge of reduction of the alleged debt, the Association asserts the following:

- the maintenance of the meter and "low-flow" chamber is solely the responsibility of the City of Cocoa not the Association;
- the City changed the meter sometime before 12/14/15, and was clearly on notice of the low reading in the low-flow chamber and should have inspected the low-flow chamber long ago;
- at least five (5) invoices sent during the "stuck meter" time registered low-flow usage;
- there is no way the Association would have understood there might have been an issue with the meter;
- the estimated amount is grossly overstated for the ten months as the Association members' usage of water and sewer is clearly seasonable;
- the back billing will result in the Association charging current members for "services received" by past members of the Association;
- the meter failed again on or about May 19, 2021, and the City replaced the meter, calling into question the use of this type of meter at all.

The Association requests the Council Meeting date of July 13th to present its Appeal. As it has several witnesses, we seek twenty (20) minutes for the Association's presentation instead of the ten (10) minutes suggested by Mr. Garganese.

Thank you for your attention to this matter.

Sincerely,

Kim Rezanka

Kimberly B. Rezanka

KBR/bms

cc: Anthony Garganese, Esq. (Via email: agarganese@orlandolaw.net)
Client

scanned into the City;s records system for attachment to the applicant's account for identification purposes). In the unfortunate case of death see section *Deceased Account Holder and Estate Account* for details.

Existing accounts shall not be transferred into the name of another person that has not contracted service on the exception that the current account holder is deceased. See section *Deceased Account Holder and Estate Account* for details.

**F. Deceased Account Holder and Estate Account**

Property titled with joint ownership: Upon death of an account holder who is the property owner, a surviving co-owner of the property, as filed with the Brevard County Property Appraiser's Office, must request to transfer the service into their name.

If the City of Cocoa receives notice or determines that an account holder is deceased, notification of account transfer to the surviving co-owner of the property will be mailed to the service address on record.

Property titled with one owner: Upon death of an account holder, the sole property owner, a surviving family member may request to transfer the account into the ownership of an estate for the decedent, if probate has been filed. The City may request legal documentation from the executor or the person responsible for administering an estate. The account will then be established in the estate's name. It is the responsibility of the executor or other person administering the estate to notify the City of any changes in account status. As a courtesy, the City of Cocoa may allow an account to remain in the name of the estate for a period up to six (6) months from the date of transfer. It is the responsibility of the executor or administer of the estate to either disconnect the account or service must be contracted by an authorized person prior to this date.

If the City of Cocoa receives notice or determines that an account holder (property owner) is deceased, notification of account closure will be mailed to the address on record. The letter will set forth a date, a minimum of two (2) weeks from the date of notification or a maximum of six (6) months from the date of death, whichever is greater in time, in which an Application for Utility Service must be completed and received in accordance with this policy in order to continue services at the location of the deceased account holder.

The estate account shall automatically terminate after six (6) months, or the surviving family member may elect to pre-pay a deposit in the amount equivalent of four (4) months of average bills to maintain an active account in the name of the estate as well as contract service as a responsible person for the account. In either case of an estate account being established, if an Application for Utility Service has not been processed to transfer ownership of the account by the advertised time, services may be disconnected without further notice.

***Rental property with tenant:*** If the City of Cocoa receives notice or determines that a account holder (tenant) of a rental property is deceased, notification of account termination will be sent to the service address. The letter will set forth a date, a minimum of two (2) weeks from the date of notification in which an Application for Utility Service must be completed by and received in accordance with this policy in order to continue service at the location of the deceased tenant account holder. Once the account is terminated, any unauthorized consumption will be billed to the property owner. See section *Unauthorized Consumption on Inactive Location*.

**G. Utility Billing Adjustments**

At any time a billing adjustment is requested, the balance of the account must be paid in accordance with this policy in order to avoid penalty. If an adjustment request is approved, the adjustment will be made to the account and may show as a credit on the next regular monthly bill.

Overcharge or Undercharge Error***:*** If the City has overcharged or undercharged an active account holder for service, the City will correct this error subject to the following procedures:

1. If the City has overcharged an active account holder for a service, the City will credit the account holder's account, without interest, the excess amount on the next monthly bill. When the overcharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. Account holders may request a refund if the account balance was previously paid in full. Credit to an account holder's account is subject to the following limitations:

a. If the account holder should not have been billed the service and the time period over which the overcharge occurred can be determined, the City will credit or refund the excess amount charged the account for that entire interval, provided that such time period shall not exceed the statute of limitations as set forth in the Florida Statel Statutes.
b. If the account holder should have been billed the service and the inaccurate rate was applied, the City shall refund the excess amount charged not to exceed the preceding 12 billing cycles.
c. If the exact amount of excess charge cannot be determined, the City should take into consideration all information and account history in order to determine the amount due as accurately as possible, not to exceed the preceding 12 billing cycles.
d. If an overcharged account holder owes a past due balance to the City, the City may deduct that past due amount from any refund or credit due the account holder.

2. If the City has overcharged an account holder for services and it is discovered after the account has been terminated and/or made inactive, the account holder forfeits any right to a refund upon the termination and/or inactivation of the account.
3. If the City has undercharged an account holder for service during any of the previous 12 billing cycles, the City will collect the additional amount due to the City by placing the charges on the next monthly bill. When the undercharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. A payment plan or other payment options may be extended to an account holder. If an account holder does not contact the City in order to make payment arrangement for such amount by the bill due date, the account may be disconnected for nonpayment in accordance with this policy.
4. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the City shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law.

Swimming Pools*:* Swimming pools may be filled once a year without the account holder having to pay a sewer usage charge on the water used to fill the pool. In order for an adjustment to be granted, the account holder (or the account holder's representative) must submit a High Consumption Credit Application request for the adjustment within 30 days of the date of the bill for which an adjustment is requested. Sewer consumption will then be calculated to the account holder's previous 6-month average and an adjustment will be made to the bill which includes the dates of usage. All water used to fill a pool will be metered and billed to the account holder.

Excessive Use**:** Excessive use is defined as metered water and/or sewer flow at least 50% greater than the account holder's average monthly consumption amount. Average monthly consumption is based on the six (6) month average prior to the month showing excessive use.

There are a variety of circumstances which may cause an account holder to have a water bill more than their average range for monthly water consumption. These can include, but are not limited to, plumbing leak, faulty toilet, faulty hot water tank, hose bib left on, excessive irrigation, water theft, etc. Often circumstances are intermittent or isolated occurrences where symptoms of water loss may start and stop within the billing cycle, making it very difficult for the account holder to identify the source or cause. The City of Cocoa briefly visits and reads each meter only once a month, often after this unexplained water loss has occurred. At the customer's request, City staff can identify if water is actively flowing through a meter and/or if a leak at the meter connection is actively occurring; however, City staff cannot identify where or how water is/was being used or lost. An Excessive Water Consumption Checklist is included in the appendix of these policies and procedures to aid an account holder in identifying the cause of excessive use. It is the account holder's responsibility to regularly monitor their consumption, identify the source/cause of water loss, and correct the problem causing the excessive consumption as soon as it is discovered. Any billing adjustment is a courtesy to assist the account holder with an extraordinarily high bill. The City is not responsible for the account holder's piping or plumbing beyond the meter/meter connection. See section *Account Holder Responsibility for Piping* for details.

Utility account holders may apply for an adjustment when verified excessive use has occurred. A High Consumption Water-Sewer Credit Application form should be completed by the account holder and submitted to Customer Service for review. The customer must provide information describing the situation or circumstances that resulted in the loss of water. This should include the cause of the water loss if known, when the problem was

discovered, and what action was taken to stop the loss of water. Any documentation verifying the cause of the excessive use should be attached to the form (e.g. plumber's invoice, receipts for purchase of repair equipment, photos of repairs). Water used during construction or remodeling of a property is excluded from an adjustment if water loss is unknown or unexplained. If an adjustment is granted, a High Consumption Application Processing fee will be applied to the account. If the request does not meet the eligibility requirements and the adjustment request is denied, no fee will be applied. See section *Utility Administrative Fees & Charges* for details.

At any time a billing adjustment is requested, the balance of the account must be paid or be on an approved and current payment plan in accordance with this policy in order to avoid penalty and/or disruption of service. If an adjustment request is approved, the adjustment will be applied to the account and may show as a credit on the next regular monthly bill.

City staff shall first verify the meter reading to ensure accuracy of the bill. Upon verification of the meter reading and verification that the consumption amount is 50% greater than the account holder's average monthly consumption, the adjustment request may be considered and is subject to the following eligibility criteria:

1. In the event excessive use occurs within the first six (6) billing cycles of a new account, the account holder's average monthly consumption shall be calculated using one of the following methods:
    a. based off of the active number of billing cycles, excluding the first, if available.
    b. based on a daily average usage, if available, multiplied by 30 days with the daily average being determined after repairs have been made
    c. based on the previous account holder's monthly average usage, if available.
    d. If none of the above are available, it shall be determined after the account holder establishes a monthly average, after repairs have been made.
2. The calculated water credit must be equal to or exceed $50.00 for the billing period in question and shall be calculated as follows:
    a. *Potable water*:
        i. Charges for consumption used at/below the monthly average shall be calculated according to the current rate structure for the period.
        ii. Charges for consumption used over the monthly average shall be re-calculated at the Wholesale Tier 1 rate equal to the expense that the City incurs for treatment and delivery of water service for the period.
        iii. Bill **minus** base rate **minus** calculated monthly average consumption **minus** re-calculated consumption over monthly average = credit.
    b. *Reclaimed water*:
        i. (Billed gallons minus base rate gallons)/base rate gallons = consumption factor.
        ii. Consumption factor multiplied by base rate = adjusted billing
        iii. Bill minus adjusted billing minus base rate = credit
        iv. Bill minus credit = new adjusted bill amount.
        Note: Account holders served by a reclaimed water utility other than the City of Cocoa must contact the governing reclaimed water utility body to determine their policy on adjustment.
3. The following items do not qualify for a water credit:
    a. Pool fills, including those necessitated by pool repairs/resurfacing.
    b. Landscape/beautification.
    c. Any meter that has been tampered with including non-authorized meter connection, by-passing the meter, or altering its function, does not qualify.
    d. Unexplained water loss during the construction phase or remodeling.
4. Sewer consumption may be adjusted to the account holder's previous 6-month average if the excess water did not go through the sewer system. Note: Account holders served by a sewer utility other than the City of Cocoa must contact the governing sewer utility body to determine their policy on adjustments.
5. A billing adjustment shall be allowed for no more than two consecutive months of excessive usage, on an account. All commercial accounts will be limited to a maximum of two (2) excessive use billing adjustments within five (5) consecutive years since the first adjustment. All residential and government accounts will not

## Section 8 – Discontinuing Utility Service

### A. Termination of Service

Requesting Discontinuance of Service*:* Any account holder requesting discontinuance of service will inform City staff of the location of disconnection, date service is to be disconnected, and the forwarding mailing address for the final bill. Due to privacy issues, the account holder, authorized party, or property owner must be the one to request the termination of service. Property Owners requesting to terminate utility service at any rental dwelling shall be required to complete a Property Owner Request to Terminate Utility Service form prior to the termination of service.

In the event that the account holder has become incapacitated or deceased, legal documentation must be provided that the person requesting termination of service is an authorized representative of the account holder. See section *Estate Account and Deceased Account Holder* for details.

Disconnection Scheduling*:* Under normal conditions, disconnection from the City's utility system may be performed the same day if the request is received prior to 9 a.m. A request received after 9 a.m. may normally be fulfilled the next available business day. During periods of a high volume of requests work will be scheduled at the next availability.

Closing of a Utility Account*:* Within 15 days after termination of utility service, the account will be closed. All charges, fees and credits (including deposits, refunds, and adjustments) are then applied against the amounts owed the City.

Final Bill*:* An account holder's final bill will be mailed in a timely manner to encourage collection and customer understanding. The final bill will include all consumption used up to the time of service disconnection and any other charges or amounts due. Any balance owed to the City will remain due until paid. All legal means of collection for a delinquent account in arrears will be taken.

Credit Balance*:* A credit refund will be applied to a closed account with a credit balance after final billing. Any credit refund shall first be transferred to another account the account holder is financially responsible for that contains outstanding balances, a new account where service was recently transferred to.After application of either of the aforementioned, a check for the remaining credit will be issued to the account holder and sent to the last known address on record if the credit balance is greater than $1.00. If the credit balance is less than or equal to a $1.00 the amount will be written off and no refund will be provided. Refund checks will only be issued in the name of the account holder.

### B. Revert to Property Owner

Upon any discontinuance of service, voluntarily or involuntarily, by any tenant or occupant other than the property owner, the utility billing reverts back to the property owner as the account holder. The account will remain inactive until or unless the property owner or prospective tenant contracts for service, or until there is unauthorized consumption at the location. See *sections Unauthorized Consumption on Inactive Location* and *Tampering and Theft of Service Fees and Charges* for details.

### C. Customer's Rights Prior to Discontinuance of Service

Disputed Bills*:* If an account holder believes the City has made an error in calculating a utility bill, or otherwise disputes the obligation to pay the bill, the account holder or the account holder's authorized representative may discuss the matter with a Customer Service Representative. Any dispute of a utility bill must be expressed to the City prior to the due date. When disputing a bill, the customer shall:

- First contact the Customer Service office for clarification.
- If the customer, after contacting a Customer Service Representative, still disputes the bill, the customer has the right to appeal to the Senior Customer Service Representative.
- If the customer, after contacting the Senior Customer Service Representative, still disputes the bill, the customer has the right to appeal to the Customer Service Supervisor.

- If the customer, after contacting the Customer Service Supervisor, still disputes the bill, the customer has the right to file a written appeal to the Utility Customer Service Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Utility Customer Service Manager, still disputes the bill, the customer has the right to file a written appeal to the Deputy Finance Director. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Deputy Finance Director, still disputes the bill, the customer has the right to file a written appeal to the Finance Director. The Finance Director may defer to the Utilities Director for guidance involving technical specifications regarding the utility system, if necessary. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Finance Director, still disputes the bill, the customer has the right to file a written appeal to the City Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill. The City Manager and/or the Assistant City Manager will review the appeal and send a written reply within a reasonable amount of time to the address shown in the utility billing system, noting the decision regarding the appeal and any substantiation for the decision and direction on any further course of action that the customer may take.
- The account of any disapproved appeal shall be assessed penalty, if due, at the time the appeal process is closed.

Extensions & Payment Plan Agreements*:* After an account holder has established six months' worth of history with the City (including billing and payment of such), the account holder will be allowed one extension and one payment plan per 12-month period. A payment plan or extension may be granted on a new account without established history at the discretion of management.

In order to receive an extension, the account holder must come into the Customer Service Division in person, provide identification, and sign a Utility Bill Extension Agreement form. A payment extension may be granted for up to a two-week period; however, due to unforeseen and unusual circumstances, management may grant more than one payment extension per year and/or for a longer term.

In order to receive a payment plan, the account holder must come into Customer Service Division in person, provide identification, and sign a Utility Bill Payment Plan Agreement payment plan may be granted for up to a six-month period; however, due to unforeseen and unusual circumstances, management may grant more than one payment plan per year and/or for a longer term. The extended amount shall be paid along with the current amount billed and due each month. If the payment plan and schedule agreement is not adhered to, the account holder will be charged a delinquency fee and placed on a list to have services disconnected immediately and without notice to the account holder. The account holder's account shall be documented with any payment plan which may be granted.

Extensions or payment plan agreements are not automatic; they are a privilege and will be granted only with proof of extreme hardship and after review of account and payment history. No extensions or payment plans will be approved on or after the date of service disconnection for nonpayment; exceptions may be considered by management but are not guaranteed.

Misapplied payments: On rare occasion, financial institutions may process a check or electronic payment incorrectly leaving a discrepancy between the customer's utility account and bank statement. If a customer believes the payment amount applied to the account balance is incorrect, the customer must provide the City with a copy of the front and back of the cancelled check, credit card statement, or a cash receipt showing the amount the customer believes to be correct. A payment extension may be granted if time is needed to produce the document and a billing adjustment will be made upon verification.

Exceptions*:* Under special circumstances, the City may choose not to interrupt service or reconnect service as part of the delinquency processing, if the City has prior written notice from a medical facility, when the services are provided to a critically ill person or a person on life support equipment and the services are needed to preserve life. Consideration will be provided on a case-by-case basis and only if the account holder provides written notice from a medical facility, executes and fulfills a written payment plan, and is not processed for delinquency again.

| Year | FY2012 Consumption | FY2013 Consumption | FY2014 Consumption | FY2015 Consumption | FY2016 Consumption | FY2017 Consumption | FY2018 Consumption | FY2019 Consumption | FY2020 Consumption | Additional Consumption | New Bill | New Register | Consumption High and Low Flow |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| October | 480 | 599 | 486 | 672 | 471 | 576 | 298 | 217 | 171 | | 171 | Nov-20 | 588 |
| November | 544 | 573 | 588 | 582 | 695 | 602 | 326 | 291 | 264 | | 264 | Dec-20 | 603 |
| December | 537 | 549 | 566 | 538 | 505 | 529 | 198 | 232 | 205 | | 205 | Jan-21 | 668 |
| January | 597 | 624 | 582 | 690 | 599 | 552 | 173 | 209 | 267 | 312 | 579 | Feb-21 | 593 |
| February | 750 | 511 | 543 | 582 | 567 | 641 | 263 | 288 | 254 | 312 | 566 | Mar-21 | 597 |
| March | 719 | 560 | 566 | 591 | 641 | 494 | 284 | 213 | 224 | 312 | 536 | Apr-21 | 625 |
| April | 849 | 592 | 523 | 646 | 643 | 453 | 237 | 210 | 293 | 312 | 605 | May-21 | 605 |
| May | 591 | 586 | 733 | 525 | 569 | 389 | 245 | 219 | 318 | 312 | 630 | Jun-21 | 496 |
| June | 684 | 657 | 509 | 532 | 576 | 316 | 241 | 229 | 258 | 312 | 570 | Jul-21 | 635 |
| July | 570 | 565 | 695 | 605 | 720 | 257 | 280 | 196 | 303 | 312 | 615 | | |
| August | 599 | 622 | 592 | 600 | 610 | 220 | 275 | 205 | 269 | 312 | 581 | | |
| September | 584 | 563 | 658 | 589 | 369 | 302 | 250 | 206 | 269 | 312 | 581 | | |
| | | | | | | | | | 177 | 312 | 489 | | |
| Annual Consumption | 7,504 | 7,001 | 7,041 | 7,152 | 6,965 | 5,331 | 3,070 | 2,715 | 3,272 | (Ten Months) | 5,752 | | 5,410 |
| Average Consumption | **625** | **583** | **587** | **596** | **580** | **444** | **256** | **226** | **273** | | **575** | Average Cons | **601** |
| | | | | | | | | | | | | | *May/June-21 Register became Stuck 2nd |
| 5 Year Average | | 2,972/5Yrs= | 594 | Annual Average Cons (5YR) | | Stuck Meter (Three (full years) Average Cons 252) | | | | 10 Months Back Billing (575 Cons) | | | time. New type of Compound Meter set. |

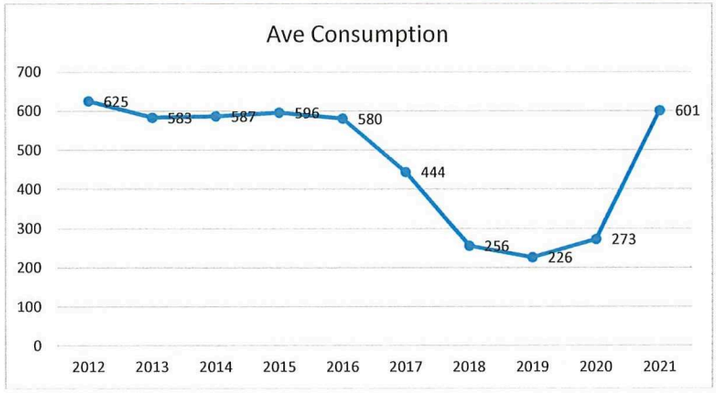
November Low Flow 268
+ December Low Flow 356
624/2 Months = 312 Back Billing for Low Flow Consumption
Based Off New Registers Average Consumption

Register before it became stuck
Register became stuck
Back Billing for ten months
New register

**Account 294855-156868**
**Three Fountains of Viera**
**250 Units**

| Year | Ave Consumption | |
|---|---|---|
| 2012 | 625 | Before Register Became Stuck |
| 2013 | 583 | |
| 2014 | 587 | |
| 2015 | 596 | |
| 2016 | 580 | |
| 2017 | 444 | When the Register Was Stuck |
| 2018 | 256 | |
| 2019 | 226 | |
| 2020 | 273 | |
| 2021 | 601 | New Register - New Meter |

**(Back Billed and Additional 312 Cons for an Average of 575 Cons. Ten Months)**
**(Policy is to back bill up to 12 months, however the City waited two months to see the consumption with new register )**



NEPTUNE TECHNOLOGY GROUP

# Evaluation Report

**RMA:** 428601
**Customer:** City of Cocoa
**Compiled By:** Gary Moore, Mechanical Quality Manager and Wyatt Northrup, Quality Manager
**Date:** 09/16/2021

**Product Received:**

| Product | Qty | Serial Number |
|---|---|---|
| 3” TruFlo | 1 | 70229348 |
| E-CODER R900i 5/8” Gal | 1 | 1830745226 |
| E-CODER R900i 3” T/T Gal | 1 | 1830742204 |

The registers were received in a separate box, not attached to the meter. The disc side register had a broken battery wire. This prevented retrieving a datalog from this register. See pictures below.

**Initial Testing:**
A new battery was reconnected to the disc side register, 1830745226, for testing. Both registers were verified to be programmed for the correct meter size and units. An hourly datalog was taken of the turbine register, 1830742204, and is attached to the Evaluation ticket.

The meter was tested for accuracy. The disc side registered almost no flow at any flow rate. The following accuracy results were taken with the disc side decoupled:

| Flowrate (GPM) | Disc Volume - 5/8" (Gal) | Turbine Volume - 3" T/T (Gal) | Total Volume - Disc + Turbine (Gal) | Tank Volume (Gal) | Accuracy |
|---|---|---|---|---|---|
| 350 | 0 | 104.1787803 | 104.1787803 | 109.8224994 | 94.86% |
| 18 | 0 | 10.43997321 | 10.43997321 | 24.73015112 | 42.22% |
| 15 | 0.8 | 6.904744185 | 7.704744185 | 24.63420485 | 31.28% |
| 13 | 0.01 | 5.219986604 | 5.229986604 | 24.55025186 | 21.30% |
| 11 | 0 | 0.027618977 | 0.027618977 | 24.39433917 | 0.11% |
| 1.5 | 0 | 0 | 0 | 2.458623171 | 0.00% |
| 0.25 | 0 | 0 | 0 | 2.386663468 | 0.00% |

For a compound meter, crossover is that portion of a compound meter's performance envelope where the meter transitions from disc to turbine operation. The crossover spread is the difference in flow rates between the start of crossover, approximately 9 gpm, and the end of crossover, approximately 18 gpm. For flow rates up to approximately 9 gpm, all flow is directed through the disc side of the compound meter.

**Failure Analysis**:
The meter was disassembled, and the disc taken apart to determine the cause of registration issues. The magnet was covered in iron debris and had worn free of the drive shaft. This is what prevented registration on the disc side. The chamber was also missing the thrust roller. It is suspected this was left out on a previous repair. A missing thrust roller will cause additional friction inside the meter chamber. Pictures of both issues are shown below. The meter was reassembled using a new chamber and tested with Neptune's quadrature test registers. The quadrature registers provide higher accuracy for meter testing.

The following repaired accuracy results were taken with the new chamber installed:

| Flowrate (GPM) | Disc Volume - 5/8" (Gal) | Turbine Volume - 3" T/T (Gal) | Total Volume - Disc + Turbine (Gal) | Tank Volume (Gal) | Accuracy |
|---|---|---|---|---|---|
| 350 | 0 | 108.5425786 | 108.5425786 | 106.614296 | 101.8% |
| 18 | 53.706 | 37.14752372 | 90.85352372 | 99.31038618 | 91.5% |
| 15 | 27.134 | 0.856188279 | 27.99018828 | 36.51355241 | 76.7% |
| 13 | 18.372 | 6.711411348 | 25.08341135 | 25.29983209 | 99.1% |
| 11 | 24.505 | 0.138094884 | 24.64309488 | 26.52914368 | 92.9% |
| 1.5 | 2.846 | 0 | 2.846 | 2.830414968 | 100.6% |
| 0.25 | 2.71 | 0 | 2.71 | 2.842408251 | 95.3% |

**Conclusion**: As received, meter 70229348 under-registered flow. This was caused by wear and debris to the disc side of the compound meter. In a compound meter, flow is added between the turbine and disc side of the meter to calculate total usage. Any issue with the disc side of a TruFlo meter will not affect the accuracy of the turbine side of the meter.

**Disposition:** This product is not covered under warranty. Product is to be returned to the customer.

*70229343 As Received



*70229343 As Received



*70229343 As Received




*70229343 As Received (3" T/T Register)



*70229343 As Received (5/8" T-10 Register)



*70229343 As Received (5/8" T-10 Register)



*70229343 Disc Chamber Drive Shaft



*70229343 Disc Chamber Magnet Broke Off in Cover



*70229343 Disc Chamber Magnet Removed



*70229343 Disc Chamber Missing Thrust Roller



*70229343 Debris Inside Chamber Housing



*70229343 Debris Inside Meter



## Section 1 – City of Cocoa Municipal Utilities

### A. Establishment

The City of Cocoa (City) owns and operates water and wastewater utilities in accordance with applicable State and Federal regulatory requirements and under permits issued by the State of Florida. These policies, as amended periodically, are adopted by the Cocoa City Council to govern the relationship between the City and its utility customers. Operational authority of the Utilities Department (Department) rests with the City Manager while the City Council retains governing authority of the utilities. The terms Department and City may be used interchangeably in this document.

### B. Authority

The enactment of standard utility policies requires the approval of the City Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the City Manager or their designees to ensure this policy and procedures manual is revised in accordance with City Council action. The City Manager is authorized as the hearing or grievance officer for customers.

Prior to an item appearing before the City Council, all grievances should be heard by and submitted through the appeal process to the Deputy Finance Director/Finance Director and/or Utilities Director for review and recommendation to the City Manager for possible resolution and final authority.

### C. Office and Service Hours

City Hall is located at 65 Stone St. and is open from 8 a.m. to 4:30 p.m. Monday through Friday except for municipal holidays. Service work for unusual conditions may be arranged at other times upon customer request and may require an additional fee.

A 24-hour drop box is available for customer's convenience on the south side of City Hall. Payment made at the drop box after 8:00 a.m. are posted the next business day.

Emergency restoration work is performed 24 hours a day, seven days a week. Customer may call the City at 321-433-8400 for emergency service. Reconnection due to disconnection of service for nonpayment is not considered an emergency. Dispatch for reconnection of services that were disconnected due to nonpayment, or similar instances, will result in additional fees being assessed to the account holder.

### D. Scope & Intent

The intent of these policies is to provide the customer, and the employees of the City a helpful guide which uniform procedures for providing utility service. This policy is not meant to be all–inclusive but offers direction and guidance. The City desires to treat its citizens and rate payers in a fair and nondiscriminatory manner, while recognizing that each customer has distinct needs and requirements.

These policies and procedures have been established as guidelines for the day-to-day operations of the City of Cocoa Public Utilities. These are intended to be used and referred to by the City Council and any employees or agents of the City for determining actions and procedures to be followed with respect to city utilities.

These policies and procedures may be periodically revised through recommendation by the City Manager and with approval of the City Council. City of Cocoa utility services are regulated by the City of Cocoa Code of Ordinances, general utility law, and Florida State Statutes. Policies adopted and amended by the City Council are available on file with the City Clerk.

Employees of the City have been empowered and trained to use these policies to deliver high quality service to customers. Employees are expected to deal with each situation with empathy and understanding, listening carefully to the needs and requirements of individual customer. Ultimately, the City Manager is the final authority on these policies. However, every customer has the right to appeal any decision before the City Council. See section *Customer Rights Prior to Discontinuance of Services* for details.

These policies are not meant as a substitute for personal initiative on the part of the employees but are meant to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

**E. Application of Policies**

These policies apply to every customer and/or applicant for utility service and may be revised, amended, supplemented, or otherwise changed periodically by action of the City Council.

**F. Customer Request for Policies**

A summary of this a few of the policies in this handbook, Utility Service Request Terms & Conditions Addendum, is to be available, or offered to, all applicants for service. Customers may obtain a full copy of the City of Cocoa Utility Service Policies and Procedures Handbook from City Hall, City Clerk's Office, in accordance with public records dissemination Florida Statute Chapter 119, or on the City's website. Customer may also request a verbal explanation of policies and are encouraged to see answers to any questions by contacting City Hall, Utility Customer Service.

**G. Utility Bill Messages and Inserts**

Utility bill messages and inserts shall be reserved for utility rate or water quality related information. On occasion the City Manager may approve unrelated messages or inserts on a case by case basis. Messages will be scheduled in order of priority and request. Any water or sewer utility increase of rates, charges, or fees shall provide notice of the proposed increase to each customer of the utility through the utility billing process, per Florida Statute Chapter 180.136.

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-705

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-705 | **Type:** | Appointment | **Status:** | Council Busines |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/20/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** Approval of Nominations to the Sustainability Advisory Board.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Resolution No. 2017-137 (Establishing a Sustainability Advisory Committee).pdf, Resolution No. 2021-128 (Amending the Composition of the SAB).pdf, 12_14_2021 Journal, Page 8.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | cneuterman@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# RESOLUTION NO. 2017-137

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ESTABLISHING A SUSTAINABILITY ADVISORY COMMITTEE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS,** Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the council believes will best serve the public interest; and

**WHEREAS,** City residents have expressed the desire for the City Council to appoint a Sustainability Advisory Committee to consider and investigate ways in which the City may incorporate and promote sustainable and resilient activities and practices throughout the City; and

**WHEREAS,** the City Council recognizes that in order for the City to be, and remain, a sustainable and resilient community, the City must promote activities and practices that not only meet the needs of the present, but also do not compromise the ability of future generations to meet their own needs; and

**WHEREAS,** this Resolution shall serve to establish the Sustainability Advisory Committee and to further establish a scope of activities that the Committee may engage in and undertake, with recommendations being provided to the City Manager for further action and implementation through City Department and the City Council; and

**WHEREAS**, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

**Section 1. Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

**Section 2. Establishment of a Sustainability Advisory Committee; Meetings.**

(a) The City Council hereby establishes an advisory committee for purposes of identifying, making recommendations concerning, and facilitating the use and development of sustainable activities and practices in the City of Cocoa in accordance with the terms and conditions of this Resolution. The committee shall be called the "Sustainability Advisory

Committee." The Sustainability Advisory Committee shall be an advisory committee only and shall not have any final decision making authority. The Sustainability Advisory Committee shall consist of no more than eleven (11) and no fewer than five (5) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. The City Council shall appoint each member by majority vote. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan required by this Resolution. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the Sustainability Advisory Committee shall be required to complete a committee application as prescribed by the City Council. Upon appointment, each member of the Sustainability Advisory Committee shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the Sustainability Advisory Committee shall serve without compensation.

(b) Meetings of the Sustainability Advisory Committee shall be duly noticed and held public meetings which shall be open to the public. Meetings shall be coordinated and scheduled through the City Manager or his or her designee so as not to conflict with other City meetings or overburden limited City resources. A portion of each meeting will be reserved for taking public input relevant to issues being considered during the meeting or regarding sustainability or resiliency or sustainability and resiliency practices generally. The agendas, minutes and a record of the proceedings and recommendations of the Sustainability Advisory Committee shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Council.

(c) The first order of business for the Sustainability Advisory Committee shall be to elect a chairperson and deputy chairperson. The chairperson shall be responsible for running the meetings. In the absence of the chairperson, the deputy chairperson shall run the meetings. Roberts Rules shall serve as guide to running the meetings of the Sustainability Advisory Committee to the extent not in conflict with this Resolution. A majority of the members of the Committee shall constitute a quorum.

(d) The Sustainability Advisory Committee shall act by consensus to the extent possible, but if consensus cannot be reasonably reached, then the Committee may act by majority vote. However, the Sustainability Advisory Committee may reference and explain minority opinions/positions which obtained the vote of at least four (4) members of the Committee in any recommendation made to the City Manager.

**Section 3. Sustainability Advisory Committee Responsibilities.**

(a) For purposes of guiding the Sustainability Advisory Committee with the scope of their duties under this Resolution, the term **"sustainability"** generally means meeting the needs of the present without compromising the ability of future generations to meet their own needs.

This is a holistic concept that includes consideration of the environment, the economy, and community well-being and social equity. The term **"resiliency"** means the capacity of a system to absorb disturbances such as storms and all kinds of damaging events and to reorganize while undergoing change so as to still retain essentially the same function, structure and identity.

(b) The scope of the Sustainability Advisory Committee shall be limited to advising and assisting the City in establishing a written Sustainability and Resiliency Plan (sometimes referred to hereinafter as the "Plan"). The establishment of this Plan is the primary focus and task of the committee. In guiding the Sustainability Advisory Committee with this task of developing a written Plan, the committee shall consider and recommend a set of actions, initiatives, strategies, policies, and/or programs related to one or more of the following:

1. Models for sustainability enhancements that serve low-income neighborhoods;

2. Public use of existing city-owned right-of-way areas along Indian River Drive, which may include demonstration gardens for lagoon-friendly landscaping, rain gardens, or living shorelines and may provide views for residents;

3. Opportunities to develop and/or promote trails near Walmart, Cocoa Conservation, and Bracco Pond;

4. Ways in which recycling access may be improved;

5. Opportunities for photovoltaic (PV) installations on municipal properties;

6. Opportunities to purchase alternative fuel vehicles for the City's fleet;

7. Opportunities to track and improve energy efficiency in the City's municipal buildings;

8. Partnerships with local education providers and already-existing programs with a focus on sustainable practices, such as Keep Brevard Beautiful and Brevard Yards/Florida Friendly Lawns, to develop and host educational events regarding sustainability and participate in and promote other activities of such programs;

9. Review of Code of City of Cocoa and other City standards regarding invasive plantings and green building practices to incentivize green practices;

10. Methods to engage in community education and outreach to encourage sustainable and environmentally-friendly practices;

11. Identification of food desert neighborhoods and the potential for community

gardens by partnering with faith communities and UF/IFAS master gardening programs;

12. Continuation and/or expansion of the City's Rain Barrel program;

13. Development of a stormwater drain program, consisting of water catchment systems such as cisterns, vacated septic tanks, etc.; and

14. Any other proposed action, initiative, strategy, policy, and program or opportunities that will promote sustainable and resilient practices in the City.

(b) All recommendations made by the Committee to be incorporated into the Plan shall include concise descriptions of any individual action, initiative, strategy, policy, and program, plus any benefits, drawbacks and performance expectations for each.

(c) Any proposed action, initiative, strategy, policy, and program shall include a corresponding written fiscal analysis so the financial feasibility of the proposed action, initiative, strategy, policy, and program can be thoroughly evaluated by the City.

(d) The Plan shall prioritize and suggest funding resources for any proposed action, initiative, strategy, policy, and program for both a five and ten year period.

(e) After the initial Plan is established and approved by the City Council, the Committee shall continue to advise and assist the City regarding implementing, monitoring and assessing the performance of each action, initiative, strategy, policy, and program set forth in the Plan. The Committee shall also continue to make recommendations regarding any updates or modifications to the Plan, on an as needed basis. All updates and modifications shall be consistent and not in conflict with the requirements set forth in this Resolution.

(f) At the specific written request of the City Manager, the Sustainability Advisory Committee may also evaluate and provide recommendations on the topic of sustainability and resiliency consistent with this Resolution.

**Section 4. Staff Resources.**

(a) The City Manager, City Clerk, and Department Directors shall serve as technical advisers to the Sustainability Advisory Committee. The Community Services Director shall serve as a staff liaison to the Sustainability Advisory Committee.

(b) The City Clerk or his or her designee shall provide administrative assistance to the Sustainability Advisory Committee and shall be responsible for noticing meetings, preparing minutes, and archiving all public records.

**Section 5. Repeal of Prior Inconsistent Resolutions.** All other prior inconsistent

resolutions adopted by the City Council are hereby repealed.

**Section 6. Severability.** If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 12th day of December, 2017.

**Henry U. Parrish, III, Mayor**

**ATTEST:** _____
**Carie Shealy, MMC, City Clerk**

SEAL

# RESOLUTION NO. 2021-128

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AMENDING THE COMPOSITION OF THE SUSTAINABILITY ADVISORY BOARD; AMENDING THE CRITERIA AND PROCEDURE FOR APPOINTMENT OF BOARD MEMBERS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS,** Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the council believes will best serve the public interest; and

**WHEREAS,** on December 12, 2017, via Resolution 2017-137, the City Council created the Sustainability Advisory Committee to consider and investigate ways in which the City may incorporate and promote sustainable and resilient activities and practices throughout the City; and

**WHEREAS,** on November 10, 2020, via Resolution 2020-242, the City Council renamed the Cocoa Sustainability Advisory Committee to the Cocoa Sustainability Advisory Board; and

**WHEREAS,** the Sustainability Advisory Board completed the task of creating a written Sustainability and Resiliency Plan for the City of Cocoa, which was adopted by the City Council as the Sustainability Action Plan in October 2020, and is further tasked with continuing to advise and assist the City regarding implementing, monitoring, and assessing the performance of each action, initiative, strategy, policy and program set forth in the Plan and making recommendations regarding updates to the Plan as needed; and

**WHEREAS,** the City Council continues to recognize that in order for the City to be, and remain, a sustainable and resilient community, the City must promote activities and practices that not only meet the needs of the present, but also do not compromise the ability of future generations to meet their own needs; and

**WHEREAS,** the City Council desires to amend the composition of the Sustainability Advisory Board as well as the procedure and criteria for appointment of Board members with the intent of ensuring that diverse points of view from all geographic regions of the City are represented on the Board as it continues to assist with implementation of the Sustainability Action Plan; and

**WHEREAS**, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**

**OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

**Section 2.** **Amending the Sustainability Advisory Board Composition; Members.** The City Council hereby amends the Sustainability Advisory Board composition and eligibility and procedure for appointments, as expressed in Resolution 2017-132, as follows:

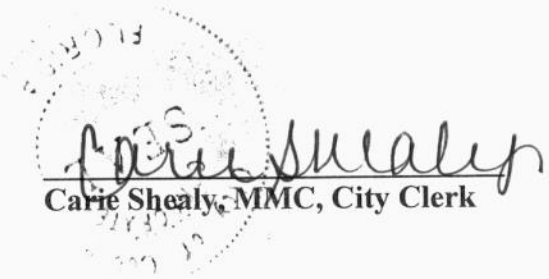
The Sustainability Advisory Board shall consist of no more than seven (7) members. Each of the City Councilmembers and the Mayor-Councilmember shall appoint one Board member, and two (2) members shall be appointed by the City Manager. All appointments shall be subject to confirmation by majority vote of the City Council. All members shall be residents or owners of real property and registered voters unless the City Council waives this requirement as provided in Section 2-58 of the Code of the City of Cocoa. In addition, except for the member appointed by the Mayor-Councilmember, the remaining four (4) members appointed City Councilmembers shall reside in the respective appointing Councilmember's district. Board members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the implementation of a Sustainability Action Plan. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the Sustainability Advisory Board shall be required to complete a Board application as prescribed by the City Council. Upon appointment, each member of the Sustainability Advisory Board shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the Sustainability Advisory Board shall serve without compensation.

**Section 3.** **Severability.** If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

**Section 4.** **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

**ADOPTED** at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 14TH day of December, 2021.

**Michael C. Blake, Mayor**

**ATTEST:** 

**Carie Shealy, MMC, City Clerk**

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

~~10. Staff is seeking direction regarding the finalization of the Operations and Maintenance Lease and Agreement between the City of Cocoa and the Brevard Museum and Sciences Center, Inc as a result of the ongoing negotiations related to this agreement. (21-805). (Public Works Director)~~

- **This item was removed from the agenda.**

11. Approve a Resolution amending the composition of the Sustainability Advisory Board. (City Manager)

- **Resolution approved, as well as the following: Removing the Existing Board members; and to include a deadline of December 30, 2021 for all nominations to be submitted in order to make it onto the January 11, 2022 City Council agenda.**

**VIII. City Business:**

1. Approve a Resolution Amending the Utility Handbook's Policies and Procedures. (21-738). (Finance Director)

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

2. Approve a Resolution Amending the FY22 Budget, BAF# 22-031-A, Budget Roll from FY21 to FY22 for the American Rescue Plan Fund. (21-791). (Finance Director)

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

**Multi-Year Contracts:**

- **None.**

**IX. Informational Agenda:**

1. Data showing the relation between the estimated and actual income and expenses to date. (21-750). (Finance Director)

2. 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. (21-751). (Finance Director)

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-712

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-712 | **Type:** | Informational Item | **Status:** | City Business |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/22/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** To approve a resolution amending the FY2022 Budget to reallocate funds to Don “Mo” Stradley Park for needed Capital Improvements, BAF #22-017-A

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | cshealy@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-668

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-668 | **Type:** | Informational Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/01/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** To inform City Council that Task Order 2022-22 approved by Council on September 28, 2021, previously titled SCADA Design has been retitled SCADA Maintenance

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | rhochreiter@cocoafl.org | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-671

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-671 | **Type:** | Informational Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/01/2021 |
| **Subject:** | September, 2021 Monthly Purchasing Approval Information | | | **Final Action:** | |

**Title:** Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 9/30/2021.

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | PO Monthy Report to City Council 10.01.20 thru 9.30.21.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|




***Purchase Order Approvals 10-01-20 thru 9-30-21***

**$35,000 to $50,000 Recap Sheet**

Total Purchase Orders Issued = 37

City Manager = 21

City of Cocoa CRA Board = 0

City Council = 16

# Purchase Order Approvals 10-01-20 thru 9-30-21
# $35,000 to $50,000 By City Manager

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 77192 | 10/23/2020 | Insource Software Solutions | $ 35,177.43 | 10/23/2020 | Stockton Whitten |
| 77194 | 10/23/2020 | MCCI, LLC | $ 36,775.15 | 10/23/2020 | Stockton Whitten |
| 77214 | 10/23/2020 | Brev Cty Emergency Management | $ 41,830.00 | 10/23/2020 | Stockton Whitten |
| 77274 | 11/4/2020 | G4S Secure Solutions | $ 49,100.00 | 11/3/2020 | Stockton Whitten |
| 77275 | 11/4/2020 | Axon Enterprises | $ 49,902.00 | 11/3/2020 | Stockton Whitten |
| 77288 | 11/4/2020 | Frank-Lin Services of Brevard | $ 45,000.00 | 11/3/2020 | Stockton Whitten |
| 77301 | 11/4/2020 | Garganese,Weiss,D'Agresta | $ 35,000.00 | 11/3/2020 | Stockton Whitten |
| 77311 | 11/4/2020 | Glover Oil Company | $ 35,250.00 | 11/3/2020 | Stockton Whitten |
| 77258 | 11/3/2020 | United Self Insured Services | $ 50,000.00 | 11/3/2020 | Stockton Whitten |
| 77494 | 12/7/2020 | Kirwin Norris PA | $ 50,000.00 | 12/1/2020 | Stockton Whitten |
| 77600 | 1/6/2021 | Underwater Solutions Inc | $ 45,150.00 | 12/29/2020 | Stockton Whitten |
| 77601 | 1/6/2021 | DMD Consultants Inc | $ 49,966.00 | 12/29/2020 | Stockton Whitten |
| 77602 | 1/6/2021 | Infrastructure Solution Services | $ 39,918.00 | 12/29/2020 | Stockton Whitten |
| 77653 | 1/20/2021 | Online Soutions LLC | $ 48,600.00 | 1/20/2021 | Stockton Whitten |
| 77722 | 2/4/2021 | Ovivo USA, LLC | $ 44,950.00 | 2/3/2021 | Stockton Whitten |
| 77973 | 4/22/2021 | Infrastructure Solution Services | $ 41,870.00 | 4/22/2021 | Stockton Whitten |
| 77975 | 4/22/2021 | Stewarts Electric Motor Works | $ 45,167.52 | 4/22/2021 | Stockton Whitten |
| 78043 | 5/10/2021 | Ring Power Corporation | $ 46,724.90 | 4/9/2021 | Stockton Whitten |
| 78061 | 5/14/2021 | Hawkins Inc. | $ 45,000.00 | 4/13/2021 | Stockton Whitten |
| 78450 | 9/20/2021 | Tech Systems Inc | $ 49,800.05 | 9/1/2021 | Stockton Whitten |
| 78463 | 9/30/2021 | ADCOMP Systems | $ 37,375.60 | 9/30/2021 | Stockton Whitten |

**21 Purchase Order Approved by City Manager**

Prepared by Purchasing 10/1/2021

## Purchase Order Approvals 10-01-20 thru 9-30-21
## $35,000 to $50,000 By CRA Board

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|

**0 Purchase Order Approved by CRA**

Prepared by Purchasing 10/1/2021

# Purchase Order Approvals 10-01-20 thru 9-30-21
# $35,000 to $50,000 By City Council

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 77013 | 10/6/2020 | Tanner Industries | $ 49,000.00 | 9/23/2020 | City Council |
| 77020 | 10/6/2020 | Fort Bend Services | $ 42,000.00 | 9/23/2020 | City Council |
| 77089 | 10/13/2020 | Florida Power & Light | $ 45,000.00 | 9/23/2020 | City Council |
| 77115 | 10/13/2020 | Verizon Wireless | $ 40,765.00 | 9/23/2020 | City Council |
| 77116 | 10/13/2020 | Verizon Wireless | $ 36,821.00 | 7/24/2012 | City Council |
| 77136 | 10/15/2020 | Florida Power & Light | $ 48,000.00 | 9/23/2020 | City Council |
| 77143 | 10/15/2020 | Florida Power & Light | $ 46,000.00 | 9/23/2020 | City Council |
| 77251 | 11/3/2020 | Lisa Cullen Tax Collector | $ 36,960.00 | 4/24/2018 | City Council |
| 77438 | 11/23/2020 | Bright House Networks | $ 49,000.00 | 10/27/2020 | City Council |
| 77492 | 12/7/2020 | Infrastructure Solution Services | $ 48,993.00 | 1/23/2019 | City Council |
| 77493 | 12/7/2020 | Infrastructure Solution Services | $ 49,748.00 | 1/23/2019 | City Council |
| 77652 | 1/20/2021 | Trane (Maitland) | $ 41,796.00 | 12/4/2020 | City Council |
| 77654 | 1/20/2021 | FL Dept of Corrections | $ 43,122.75 | 10/27/2020 | City Council |
| 77972 | 4/22/2021 | Water Resouce Associates | $ 35,200.00 | 3/23/2021 | City Council |
| 77974 | 4/22/2021 | Stantec Consulting Service | $ 41,104.00 | 3/13/2019 | City Council |
| 78120 | 6/4/2021 | De La Parte & Gilbert PA | $ 50,000.00 | 4/27/2021 | City Council |

**16 Purchase Order Approved by City Council**

Prepared by Purchasing 10/1/2021

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-691

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-691 | **Type:** | Informational Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/12/2021 |
| **Subject:** | | | | **Final Action:** | |

**Title:** FY 2021 Budget Adjustment Report

**Internal Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** September FY 2021 EXPENSE Budget Tracking Worksheet.pdf, September FY 2021 REVENUE Budget Tracking Worksheet.pdf

**Enactment Number:**

**Recommendation:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

## EXPENSE TRANSFER/AMENDMENT DETAIL
## AS OF: 9/30/2021

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **1000 - CITY COUNCIL** | | | | | |
| 05/18/21 | 001-1000-511.48-00 | (2,950) | WATER FOR TX DIS RELIEF | | 3011 |
| | 001-1000-511.42-00 | 2,950 | | | |
| 08/12/21 | 001-1000-511.48-00 | (3,000) | POSTAGE FOR DONATED WATER | | 4228 |
| | 001-1000-511.40-00 | (2,316) | | | |
| | 001-1000-511.42-00 | 2,316 | | | |
| | 001-1000-511.42-00 | 3,000 | | | |
| 2 | Budget Amendments/Transfers | | Division 1000 Total | $0 | |
| **1100 - CITY MANAGER'S OFFICE** | | | | | |
| 11/10/20 | 001-1100-512.24-00 | 6 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 001-1100-512.22-00 | 27 | | | |
| | 001-1100-512.21-00 | 271 | | | |
| | 001-1100-512.12-12 | 3,532 | | | |
| 11/17/20 | 001-1100-512.31-00 | 20,000 | R/O PO #76365 Nat Res RES# 2020-245 | | 625 |
| 04/08/21 | 001-1100-512.12-00 | (7) | MID YEAR PAYROLL ADJ | | 2448 |
| | 001-1100-512.14-00 | 7 | | | |
| 08/10/21 | 001-1100-512.12-12 | 47,713 | ACCRUAL PAYOUTS RES# 2021-074 | | 4201 |
| 08/12/21 | 001-1100-512.12-00 | (2,891) | NEGATIVE ACCOUNTS | | 4228 |
| | 001-1100-512.52-00 | 159 | OVERSPENT OPERATING SUPPL | | 4228 |
| | 001-1100-512.42-00 | 47 | OVERSPENT POSTAGE ACCT | | 4228 |
| | 001-1100-512.22-00 | 2,685 | RETIREMENT PAYOUTS | | 4228 |
| 8 | Budget Amendments/Transfers | | Division 1100 Total | $71,549 | |
| **1103 - INFORMATION TECHNOLOGY** | | | | | |
| 11/10/20 | 001-1103-516.24-00 | 7 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 001-1103-516.22-00 | 170 | | | |
| | 001-1103-516.21-00 | 297 | | | |
| | 001-1103-516.12-12 | 3,878 | | | |
| 11/17/20 | 001-1103-516.63-00 | 45,897 | R/O PO #76452 Danella Con RES# 2020-245 | | 625 |
| | 001-1103-516.63-00 | 13,795 | R/O PO#76802 Danella Con RES# 2020-245 | | 625 |
| 01/26/21 | 001-1103-516.40-00 | (759) | ADD FNDS CODE ENF MODULE | | 1543 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 01/26/21 | 001-1103-516.34-00 | 759 | ADD FNDS CODE ENF MODULE | 1543 |
| 04/08/21 | 001-1103-516.12-00 | (452) | MID YEAR PAYROLL ADJ | 2448 |
| | 001-1103-516.12-12 | 452 | | |
| 08/12/21 | 001-1103-516.55-00 | (11,690) | REPAIR FIRE #3 & PD | 4228 |
| | 001-1103-516.31-00 | (10,000) | | |
| | 001-1103-516.54-00 | (10,000) | | |
| | 001-1103-516.51-00 | (1,300) | | |
| | 001-1103-516.52-30 | (300) | | |
| | 001-1103-516.52-00 | 7,000 | | |
| | 001-1103-516.46-00 | 26,290 | | |
| | 001-1103-516.12-00 | (4,453) | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| | 001-1103-516.12-12 | 4,453 | | |
| 09/24/21 | 001-1103-516.31-00 | (5,943) | VERIZON, INTERNET & COMM | 4839 |
| | 001-1103-516.41-00 | 5,943 | | |
| 8 | Budget Amendments/Transfers | | Division 1103 Total $64,044 | |
| **1190 - LEISURE SERVICES** | | | | |
| 04/08/21 | 001-1190-574.12-00 | (991) | MID YEAR PAYROLL ADJ | 2448 |
| | 001-1190-574.12-12 | 991 | | |
| 06/08/21 | 001-1190-574.52-00 | (1,200) | PURCHASE TRAINING SFTWRE | 3314 |
| | 001-1190-574.55-00 | 1,200 | | |
| 08/12/21 | 001-1190-574.12-00 | (766) | FUND OVERSPENT ACCOUNTS | 4228 |
| | 001-1190-574.51-00 | 56 | | |
| | 001-1190-574.41-00 | 304 | | |
| | 001-1190-574.12-12 | 406 | | |
| 09/24/21 | 001-1190-574.42-00 | (400) | FUND COMM EXP FOR FY21 | 4839 |
| | 001-1190-574.41-00 | 400 | | |
| | 001-1190-574.46-00 | (98) | OFFICE SUPPLIES FOR FY21 | 4839 |
| | 001-1190-574.51-00 | 98 | | |
| | 001-1190-574.49-00 | (500) | PROMOTIONAL ACT FOR FY21 | 4839 |
| | 001-1190-574.48-00 | 500 | | |
| | 001-1190-574.34-00 | (3,000) | REPLACE DAMAGED TABLES | 4839 |
| | 001-1190-574.52-00 | 3,000 | | |
| | 001-1190-574.49-00 | (2,000) | STAGE SCREEN REPAIRS | 4839 |
| | 001-1190-574.52-00 | 2,000 | | |
| 8 | Budget Amendments/Transfers | | Division 1190 Total $0 | |
| **1500 - FINANCE GENERAL ACCOUNTNG** | | | | |
| 11/10/20 | 001-1500-513.24-00 | 11 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-1500-513.21-00 | 472 | | |
| | 001-1500-513.12-12 | 6,161 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 04/08/21 | 001-1500-513.12-00 | (500) | MID YEAR PAYROLL ADJ | 2448 |
| | 001-1500-513.14-00 | 500 | | |
| 08/12/21 | 001-1500-513.12-00 | (26,097) | CORR BDGT / DROP FOR LH | 4228 |
| | 001-1500-513.13-00 | 26,097 | | |
| | 001-1500-513.12-00 | (3,330) | OVERSPENT ACCOUNTS | 4228 |
| | 001-1500-513.42-00 | 171 | OVERSPENT POSTAGE ACCT | 4228 |
| | 001-1500-513.12-12 | 3,149 | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| | 001-1500-513.14-00 | 10 | UNBDGTD OVERTIME PAY | 4228 |
| 09/24/21 | 001-1500-513.40-00 | (800) | PRCHSE CHECK STOCK | 4839 |
| | 001-1500-513.47-00 | 800 | | |
| 8 | Budget Amendments/Transfers | | Division 1500 Total | $6,644 |
| **1505 - PURCHASING** | | | | |
| 03/09/21 | 001-1505-513.40-00 | (1,500) | VENDORLINK CONTRACT | 2023 |
| | 001-1505-513.56-15 | 1,500 | | |
| 04/08/21 | 001-1505-513.12-00 | (100) | MID YEAR PAYROLL ADJ | 2448 |
| | 001-1505-513.14-00 | 100 | | |
| 08/05/21 | 001-1505-513.55-00 | (1,500) | NEW MONITORS/PRCHSING | 4107 |
| | 001-1505-513.56-15 | 1,500 | | |
| 08/12/21 | 001-1505-513.12-00 | (2,549) | OVERSPENT ACCOUNTS | 4228 |
| | 001-1505-513.56-15 | 913 | | |
| | 001-1505-513.12-12 | 1,636 | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| 5 | Budget Amendments/Transfers | | Division 1505 Total | $0 |
| **1510 - FINANCE UTILITY ACCOUNTNG** | | | | |
| 11/10/20 | 001-1510-536.24-00 | 7 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-1510-536.22-00 | 16 | | |
| | 001-1510-536.21-00 | 283 | | |
| | 001-1510-536.12-12 | 3,688 | | |
| 12/08/20 | 001-1510-536.46-00 | 5,923 | UTIL PAY KIOSK -CITY HALL RES# 2020-249 | 904 |
| | 001-1510-536.64-15 | 56,127 | | |
| 04/08/21 | 001-1510-536.12-00 | (2,547) | MID YEAR PAYROLL ADJ | 2448 |
| | 001-1510-536.12-12 | 2,547 | | |
| 08/12/21 | 001-1510-536.12-00 | (11,653) | OVERSPENT ACCOUNTS | 4228 |
| | 001-1510-536.15-00 | 133 | | |
| | 001-1510-536.12-12 | 11,520 | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| 09/24/21 | 001-1510-536.51-00 | (300) | CHAIRS / REQ 43165 | 4839 |
| | 001-1510-536.52-00 | 300 | | |
| 6 | Budget Amendments/Transfers | | Division 1510 Total | $66,044 |
| **1600 - GENERAL OPERATIONS** | | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 10/14/20 | 001-1600-513.39-00 | (91,628) | CORR CCRA LOAN C FY20 BUDG INCORR | 127 |
| 10/27/20 | 001-1600-513.31-33 | (54,153) | BENTEK BROKER CONSULT FEE | 281 |
| | 001-1600-513.56-15 | (35,006) | | |
| | 001-1600-513.31-00 | 89,159 | | |
| | 001-1600-513.39-00 | (16,600) | MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS | 301 |
| 11/05/20 | 001-1600-513.48-00 | (900) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-1600-513.48-00 | 900 | | |
| 11/10/20 | 001-1600-513.39-00 | (10,426) | COVER INCR PD PATROL CARS RES# 2020-238 | 544 |
| | 001-1600-513.39-00 | (200,000) | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-1600-513.39-00 | (132,703) | | |
| | 001-1600-581.91-03 | 4,083 | | |
| 11/16/20 | 001-1600-513.31-33 | (197,955) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-1600-513.52-33 | (100,548) | | |
| | 001-1600-513.52-33 | 100,548 | | |
| | 001-1600-513.31-33 | 197,955 | | |
| 12/08/20 | 001-1600-513.31-00 | 12,000 | CAFR CONVERSION SOFTWARE RES# 2020-249 | 904 |
| 01/12/21 | 001-1600-513.56-15 | 7,750 | CLEARGOV GEN FUND PORTION RES# 2021-003 | 1279 |
| | 001-1600-513.42-00 | 999 | IM SOL FY20 PO ROLL 76865 RES# 2021-003 | 1279 |
| | 001-1600-513.55-00 | 1,140 | | |
| | 001-1600-513.31-00 | 31,725 | | |
| | 001-1600-513.52-00 | 40,833 | | |
| | 001-1600-513.31-00 | 96,000 | INFO TECH RES PO 76923 RES# 2021-003 | 1279 |
| | 001-1600-513.31-00 | 11,000 | THALES CONS FY20 PO 76869 RES# 2021-003 | 1279 |
| 01/26/21 | 001-1600-513.83-01 | 85,000 | COCOA HS TRACK IMP DONATE RES# 21-005 | 1466 |
| 04/08/21 | 001-1600-513.51-00 | (1,259) | FUND OVERDRAWN OPER EXP | 2448 |
| | 001-1600-513.52-00 | 1,259 | | |
| 04/13/21 | 001-1600-513.39-00 | (85,000) | SETTLMNT / PARKIT CONSTR RES# 21-293 | 2526 |
| | 001-1600-513.49-00 | 85,000 | | |
| 04/27/21 | 001-1600-513.39-00 | 100,474 | COVER BUDGT COSTS / COVID RES# 2021-039 | 2711 |
| | 001-1600-513.39-00 | 60,000 | LEE WENNER MAINT / BRE CO RES# 2021-039 | 2711 |
| | 001-1600-513.39-00 | (15,000) | REVIEW GROUP INS CONTRACT RES# 2021-039 | 2711 |
| | 001-1600-513.31-00 | 15,000 | | |
| | 001-1600-513.81-00 | 1 | TIF REVENUE ROUNDING ERR RES# 2021-039 | 2711 |
| | 001-1600-513.39-00 | (8,013) | UNEMP / NOT CARES REIMBRS RES# 2021-039 | 2711 |
| | 001-1600-513.25-00 | 8,013 | | |
| 05/01/21 | 001-1600-513.39-00 | (10,000) | BREVARD MUSEUEM HVAC RES# 2021-045 | 3009 |
| 05/11/21 | 001-1600-513.39-00 | (17,000) | TXF FNDS / BREV MUSEUM RES# 2021-045 | 2968 |
| 06/22/21 | 001-1600-513.39-00 | (110,000) | INC CTY ATTY NON RET BUDG RES# 2021-054 | 3556 |
| | 001-1600-514.31-01 | 110,000 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 07/27/21 | 001-1600-513.39-00 | (2,050) | RMV EXCS BDGT FOREST GRNT RES# 2021-068 | | 3987 |
| | 001-1600-513.39-00 | 17,213 | | | |
| 09/24/21 | 001-1600-513.52-00 | 1,000 | COVER SHREDDING SVCS | | 4839 |
| | 001-1600-513.23-02 | (10,402) | UNEMP CLAIMS / COVID | | 4839 |
| | 001-1600-513.25-00 | 10,402 | | | |
| 26 | Budget Amendments/Transfers | | Division 1600 Total | ($11,189) | |
| **1601 - EMERGENCY/DISASTER SVS** | | | | | |
| 01/12/21 | 001-1601-525.64-00 | 37,000 | DECON UNITS COVID RESP RES# 2021-003 | | 1279 |
| 08/10/21 | 001-1601-525.52-00 | 29,773 | ACCRUAL PAYOUTS RES# 2021-074 | | 4201 |
| 08/12/21 | 001-1601-525.31-00 | (2,606) | PD CHIEF TRAVEL EXPENSES | | 4228 |
| | 001-1601-525.41-00 | 2,606 | | | |
| 3 | Budget Amendments/Transfers | | Division 1601 Total | $66,773 | |
| **1801 - HUMAN RESOURCES** | | | | | |
| 11/10/20 | 001-1801-513.24-00 | 8 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 001-1801-513.22-00 | 314 | | | |
| | 001-1801-513.21-00 | 359 | | | |
| | 001-1801-513.12-12 | 4,689 | | | |
| 04/08/21 | 001-1801-513.12-00 | (637) | MID YEAR PAYROLL ADJ | | 2448 |
| | 001-1801-513.12-12 | 637 | | | |
| 08/12/21 | 001-1801-513.12-00 | (3,748) | UNBDGTD ACCRUAL PAYOUTS | | 4228 |
| | 001-1801-513.12-12 | 3,748 | | | |
| 3 | Budget Amendments/Transfers | | Division 1801 Total | $5,370 | |
| **1805 - CITY CLERK** | | | | | |
| 11/10/20 | 001-1805-513.24-00 | 3 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 001-1805-513.22-00 | 17 | | | |
| | 001-1805-513.21-00 | 123 | | | |
| | 001-1805-513.12-12 | 1,607 | | | |
| 09/24/21 | 001-1805-513.40-00 | (1,000) | COVER SHREDDING SVCS | | 4839 |
| 2 | Budget Amendments/Transfers | | Division 1805 Total | $750 | |
| **2100 - POLICE ADMIN/OPERATIONS** | | | | | |
| 10/13/20 | 001-2100-521.46-03 | 3,870 | INS PROCEEDS PD VEHICLE K-9 CAGE PORTION | | 125 |
| | 001-2100-521.52-14 | 16,617 | JAG GRANT CAMERAS RES # 20-213 | | 124 |
| 11/05/20 | 001-2100-521.64-00 | (352,824) | ASSIGN AD BUDG PROJ #S | | 405 |
| | 001-2100-521.52-00 | (147,890) | | | |
| | 001-2100-521.44-00 | (79,692) | | | |
| | 001-2100-521.34-00 | (51,308) | | | |
| | 001-2100-521.49-21 | (20,000) | | | |
| | 001-2100-521.40-00 | (14,508) | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 11/05/20 | 001-2100-521.55-00 | (13,178) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-2100-521.56-15 | (12,014) | | |
| | 001-2100-521.46-00 | (9,130) | | |
| | 001-2100-521.54-00 | (6,310) | | |
| | 001-2100-521.41-00 | (5,825) | | |
| | 001-2100-521.47-00 | (5,625) | | |
| | 001-2100-521.46-03 | (2,650) | | |
| | 001-2100-521.48-00 | (500) | | |
| | 001-2100-521.42-00 | (330) | | |
| | 001-2100-521.51-00 | (250) | | |
| | 001-2100-521.56-15 | 26 | | |
| | 001-2100-521.56-15 | 58 | | |
| | 001-2100-521.54-00 | 80 | | |
| | 001-2100-521.54-00 | 100 | | |
| | 001-2100-521.47-00 | 120 | | |
| | 001-2100-521.52-00 | 120 | | |
| | 001-2100-521.55-00 | 120 | | |
| | 001-2100-521.54-00 | 150 | | |
| | 001-2100-521.51-00 | 250 | | |
| | 001-2100-521.54-00 | 260 | | |
| | 001-2100-521.54-00 | 265 | | |
| | 001-2100-521.47-00 | 283 | | |
| | 001-2100-521.42-00 | 330 | | |
| | 001-2100-521.56-15 | 410 | | |
| | 001-2100-521.55-00 | 495 | | |
| | 001-2100-521.46-03 | 500 | | |
| | 001-2100-521.48-00 | 500 | | |
| | 001-2100-521.41-00 | 501 | | |
| | 001-2100-521.52-00 | 633 | | |
| | 001-2100-521.47-00 | 750 | | |
| | 001-2100-521.47-00 | 875 | | |
| | 001-2100-521.40-00 | 981 | | |
| | 001-2100-521.46-03 | 1,000 | | |
| | 001-2100-521.52-00 | 1,000 | | |
| | 001-2100-521.41-00 | 1,004 | | |
| | 001-2100-521.52-00 | 1,015 | | |
| | 001-2100-521.55-00 | 1,020 | | |
| | 001-2100-521.34-00 | 1,055 | | |
| | 001-2100-521.46-03 | 1,150 | | |
| | 001-2100-521.52-00 | 1,150 | | |
| | 001-2100-521.47-00 | 1,283 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 11/05/20 | 001-2100-521.40-00 | 1,352 | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-2100-521.52-00 | 1,431 | | |
| | 001-2100-521.40-00 | 1,458 | | |
| | 001-2100-521.52-00 | 1,473 | | |
| | 001-2100-521.55-00 | 1,998 | | |
| | 001-2100-521.52-00 | 2,174 | | |
| | 001-2100-521.47-00 | 2,314 | | |
| | 001-2100-521.40-00 | 2,325 | | |
| | 001-2100-521.52-00 | 2,361 | | |
| | 001-2100-521.40-00 | 2,500 | | |
| | 001-2100-521.54-00 | 2,500 | | |
| | 001-2100-521.54-00 | 2,955 | | |
| | 001-2100-521.52-00 | 3,440 | | |
| | 001-2100-521.41-00 | 4,320 | | |
| | 001-2100-521.46-00 | 4,430 | | |
| | 001-2100-521.55-00 | 4,515 | | |
| | 001-2100-521.46-00 | 4,700 | | |
| | 001-2100-521.52-00 | 4,751 | | |
| | 001-2100-521.52-00 | 4,770 | | |
| | 001-2100-521.55-00 | 5,030 | | |
| | 001-2100-521.40-00 | 5,892 | | |
| | 001-2100-521.52-00 | 5,952 | | |
| | 001-2100-521.52-00 | 6,144 | | |
| | 001-2100-521.52-00 | 7,392 | | |
| | 001-2100-521.52-00 | 7,753 | | |
| | 001-2100-521.44-00 | 7,800 | | |
| | 001-2100-521.52-00 | 8,514 | | |
| | 001-2100-521.52-00 | 9,114 | | |
| | 001-2100-521.64-00 | 9,582 | | |
| | 001-2100-521.52-00 | 10,744 | | |
| | 001-2100-521.52-00 | 11,088 | | |
| | 001-2100-521.56-15 | 11,520 | | |
| | 001-2100-521.44-00 | 17,670 | | |
| | 001-2100-521.49-21 | 20,000 | | |
| | 001-2100-521.52-00 | 22,578 | | |
| | 001-2100-521.64-00 | 24,742 | | |
| | 001-2100-521.52-00 | 34,293 | | |
| | 001-2100-521.34-00 | 50,253 | | |
| | 001-2100-521.44-00 | 54,222 | | |
| | 001-2100-521.64-00 | 318,500 | | |
| 11/10/20 | 001-2100-521.52-00 | (278) | COVER COSTS AFIS LIVESCAN RES# 2020-239 | 556 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 11/10/20 | 001-2100-521.64-00 | 278 | COVER COSTS AFIS LIVESCAN RES# 2020-239 | 556 |
| | 001-2100-521.64-00 | 10,426 | COVER INCR PD PATROL CARS RES# 2020-238 | 544 |
| | 001-2100-521.22-00 | 33 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-2100-521.24-00 | 1,109 | | |
| | 001-2100-521.22-00 | 1,671 | | |
| | 001-2100-521.21-00 | 2,565 | | |
| | 001-2100-521.24-00 | 7,516 | | |
| | 001-2100-521.13-00 | 8,584 | | |
| | 001-2100-521.21-00 | 10,486 | | |
| | 001-2100-521.22-01 | 21,265 | | |
| | 001-2100-521.12-12 | 33,526 | | |
| | 001-2100-521.12-00 | 121,153 | | |
| | 001-2100-521.52-12 | (16,980) | FY21 BPV GRANT 0410 RES# 2020-228 | 547 |
| | 001-2100-521.52-22 | 33,960 | | |
| | 001-2100-521.23-00 | (10,743) | RED FY21 VOCA GR AWARD RES# 2020-230 | 551 |
| | 001-2100-521.22-00 | (7,257) | | |
| | 001-2100-521.21-00 | (5,919) | | |
| | 001-2100-521.27-00 | (4,800) | | |
| | 001-2100-521.12-00 | (3,422) | | |
| | 001-2100-521.24-00 | (132) | | |
| | 001-2100-521.64-00 | (24,724) | TXFR VOCA MATCH TO PATROL RES# 2020-230 | 550 |
| | 001-2100-521.64-00 | 24,724 | | |
| 11/16/20 | 001-2100-521.52-12 | (16,980) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-2100-521.52-12 | 16,980 | | |
| 12/22/20 | 001-2100-521.12-00 | (1,345) | CORR NEG BAL PD ACCTS | 1067 |
| | 001-2100-521.45-00 | (150) | | |
| | 001-2100-521.49-00 | 150 | | |
| | 001-2100-521.49-00 | 1,345 | | |
| 01/12/21 | 001-2100-521.64-00 | 53,574 | DANA SAFETY EQ PO 76923 RES# 2021-003 | 1279 |
| 01/26/21 | 001-2100-521.49-21 | (5,000) | ADDTNL NARCA FIRST RESPON | 1543 |
| | 001-2100-521.52-00 | 5,000 | | |
| | 001-2100-521.49-00 | (1,345) | CORR DEC CLEANUP | 1543 |
| | 001-2100-521.49-02 | 1,345 | | |
| 03/09/21 | 001-2100-521.52-00 | (1,090) | CORR BUDGT AMNT | 2023 |
| | 001-2100-521.52-00 | 390 | | |
| | 001-2100-521.52-00 | 700 | | |
| 04/27/21 | 001-2100-521.52-12 | 4,684 | 5 PD VEST / FY20 FNDS RES# 2021-039 | 2711 |
| | 001-2100-521.52-00 | (277) | ACCESSORIES FOR JAG CAM RES# 2021-039 | 2711 |
| | 001-2100-521.52-14 | 277 | | |
| | 001-2100-521.52-14 | 6,077 | CAMERAS FOR PARK RES# 2021-039 | 2711 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 04/27/21 | 001-2100-521.12-00 | (9,666) | CAMERAS FOR PARK / TICKET RES# 2021-039 | 2711 |
| | 001-2100-521.56-15 | 3,589 | TICKET WRITER RES# 2021-039 | 2711 |
| 06/08/21 | 001-2100-521.64-00 | 3,697 | CONVERT VEHICLE TO K9 UNI | 3314 |
| | 001-2100-521.45-00 | (1,700) | REPLACE FINGERPRINT SCAN | 3314 |
| | 001-2100-521.52-00 | 1,700 | | |
| | 001-2100-521.13-00 | (47,059) | SUSTAIN VEHICLES & FUEL | 3314 |
| | 001-2100-521.52-30 | 20,842 | | |
| | 001-2100-521.46-03 | 22,520 | | |
| 08/05/21 | 001-2100-521.22-00 | (3,100) | CORR PD CHIEF RETIREMENT | 4107 |
| | 001-2100-521.22-03 | 3,100 | | |
| | 001-2100-521.12-00 | (1,849) | FUND UPS SYSTEM AT PD | 4107 |
| | 001-2100-521.56-15 | 1,849 | | |
| | 001-2100-521.52-14 | 640 | PROVOST PK CAMERAS/ANTENN | 4107 |
| | 001-2100-521.45-00 | (1,700) | REPLACE FINGERPRINT SCAN | 4107 |
| | 001-2100-521.52-00 | 1,700 | | |
| | 001-2100-521.52-00 | (1,700) | REVRSE BAF 21-072 NO PROJ # | 4107 |
| | 001-2100-521.45-00 | 1,700 | | |
| 08/10/21 | 001-2100-521.12-00 | (80,553) | ACCRUAL PAY / OVERTIME RES# 2021-074 | 4201 |
| | 001-2100-521.12-12 | 80,553 | ACCRUAL PAYOUTS RES# 2021-074 | 4201 |
| 08/12/21 | 001-2100-521.12-00 | (33,561) | OFFICE RENO / PD CHIEF | 4228 |
| | 001-2100-521.56-15 | 33,561 | | |
| | 001-2100-521.12-00 | (3,773) | PD CHIEF NON-FRS ACTIVITY | 4228 |
| | 001-2100-521.22-03 | 3,773 | | |
| 08/24/21 | 001-2100-521.52-00 | 6,000 | DONATION OF 2 PD CANINES RES# 2021-077 | 4394 |
| 09/24/21 | 001-2100-521.46-02 | 6,575 | CLEAN & MAINT KENNELS | 4839 |
| | 001-2100-521.34-00 | (7,611) | FND CANINE KENNEL CLEANUP | 4839 |
| | 001-2100-521.43-00 | (4,588) | | |
| | 001-2100-521.45-00 | (2,561) | | |
| | 001-2100-521.48-00 | (240) | | |
| | 001-2100-521.46-02 | 8,425 | REPLACE K9 KENNELS | 4839 |
| | 001-2100-521.55-00 | 2,000 | TRAINING EXPNSE / PATROL | 4839 |
| | 001-2100-521.40-00 | 1,000 | TRAVEL EXPNSE / PATROL | 4839 |
| 38 Budget Amendments/Transfers | | | Division 2100 Total | $291,426 |
| **2101 - POLICE COMMUNICATIONS** | | | | |
| 11/05/20 | 001-2101-521.40-00 | (8,413) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-2101-521.34-00 | (5,874) | | |
| | 001-2101-521.55-00 | (1,000) | | |
| | 001-2101-521.54-00 | (175) | | |
| | 001-2101-521.52-00 | (150) | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 11/05/20 | 001-2101-521.52-00 | 150 | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-2101-521.54-00 | 175 | | |
| | 001-2101-521.55-00 | 1,000 | | |
| | 001-2101-521.34-00 | 5,874 | | |
| | 001-2101-521.40-00 | 8,413 | | |
| 11/10/20 | 001-2101-521.24-00 | 7 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-2101-521.24-00 | 72 | | |
| | 001-2101-521.21-00 | 276 | | |
| | 001-2101-521.21-00 | 1,962 | | |
| | 001-2101-521.22-00 | 2,562 | | |
| | 001-2101-521.12-12 | 3,602 | | |
| | 001-2101-521.12-00 | 24,729 | | |
| 12/22/20 | 001-2101-521.45-00 | (225) | CORR NEG BAL PD ACCTS | 1067 |
| | 001-2101-521.49-00 | 225 | | |
| 04/08/21 | 001-2101-521.12-00 | (1,153) | MID YEAR PAYROLL ADJ | 2448 |
| | 001-2101-521.12-12 | 1,153 | | |
| 04/27/21 | 001-2101-521.12-00 | (20,000) | FNDS FOR OT ACCOUNT RES# 2021-039 | 2711 |
| | 001-2101-521.14-00 | 20,000 | | |
| 08/05/21 | 001-2101-521.34-00 | (640) | PROVOST PK CAMERAS/ANTENN | 4107 |
| 08/12/21 | 001-2101-521.12-00 | (4,923) | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| | 001-2101-521.12-12 | 4,923 | | |
| 09/24/21 | 001-2101-521.55-00 | (3,000) | TRAVEL AND TRAINING EXPNS | 4839 |
| 8 Budget Amendments/Transfers | | | Division 2101 Total | $29,570 |
| **2132 - CODE ENFORCEMENT** | | | | |
| 11/10/20 | 001-2132-524.24-00 | 29 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-2132-524.22-00 | 55 | | |
| | 001-2132-524.21-00 | 84 | | |
| | 001-2132-524.12-12 | 1,090 | | |
| 12/22/20 | 001-2132-524.51-00 | (300) | CORR NEG BAL PD ACCTS | 1067 |
| | 001-2132-524.45-00 | (45) | | |
| | 001-2132-524.49-00 | 45 | | |
| | 001-2132-524.52-00 | 300 | | |
| 03/09/21 | 001-2132-524.12-00 | (3,300) | FUEL FUND / PC MONITOR | 2023 |
| | 001-2132-524.56-15 | 300 | | |
| | 001-2132-524.52-30 | 3,000 | | |
| 04/08/21 | 001-2132-524.52-00 | (75) | FND OVERDRAWN FUEL, OIL | 2448 |
| | 001-2132-524.52-30 | 75 | | |
| 05/18/21 | 001-2132-524.40-00 | (1,950) | OPER SUPPLIES FOR FY21 | 3011 |
| | 001-2132-524.52-00 | 1,950 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 08/05/21 | 001-2132-524.52-00 | (7) | INCREASE COST / MONITOR | 4107 |
| | 001-2132-524.56-15 | 7 | | |
| 08/12/21 | 001-2132-524.12-00 | (1,102) | OVERSPENT ACCOUNTS | 4228 |
| | 001-2132-524.56-15 | 7 | | |
| | 001-2132-524.12-12 | 1,079 | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| | 001-2132-524.14-00 | 16 | UNBDGTD OVERTIME PAY | 4228 |
| 9 | Budget Amendments/Transfers | | Division 2132 Total $1,258 | |
| **2200 - FIRE ADMINISTRATION** | | | | |
| 10/27/20 | 001-2200-522.64-16 | 33,180 | Firehouse Sub Grant Hydraulic Equipment | 303 |
| 11/10/20 | 001-2200-522.24-00 | 150 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-2200-522.21-00 | 221 | | |
| | 001-2200-522.12-12 | 2,884 | | |
| 01/26/21 | 001-2200-522.34-00 | 5,883 | ADD FNDS / FIRE INSPECTOR | 1543 |
| 03/09/21 | 001-2200-522.34-00 | 1,325 | PDCS SERVICES / FIRE PLAN | 2023 |
| 04/08/21 | 001-2200-522.46-02 | (100) | FND OVERDRAWN REPAIR/MAIN | 2448 |
| | 001-2200-522.46-03 | 100 | | |
| 05/18/21 | 001-2200-522.40-00 | (100) | NEW MONITOR AND PRINTER | 3011 |
| | 001-2200-522.52-00 | 100 | | |
| 06/08/21 | 001-2200-522.46-02 | (1,100) | VEHICLE REPAIRS /SUPPLIES | 3314 |
| | 001-2200-522.51-00 | 500 | | |
| | 001-2200-522.46-03 | 600 | | |
| 08/05/21 | 001-2200-522.55-00 | (2,000) | FUEL NEEDS / OVR BDGT | 4107 |
| | 001-2200-522.52-30 | 2,000 | | |
| | 001-2200-522.40-00 | (2,000) | VEHICLE REPAIRS / OVR BDG | 4107 |
| | 001-2200-522.46-03 | 2,000 | | |
| 08/12/21 | 001-2200-522.12-00 | (1,391) | OVERSPENT ACCOUNTS | 4228 |
| | 001-2200-522.46-03 | 292 | | |
| | 001-2200-522.52-30 | 1,099 | | |
| 10 | Budget Amendments/Transfers | | Division 2200 Total $43,643 | |
| **2201 - FIRE OPERATIONS** | | | | |
| 11/10/20 | 001-2201-522.24-00 | 1,567 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-2201-522.21-00 | 2,309 | | |
| | 001-2201-522.12-12 | 30,178 | | |
| 11/16/20 | 001-2201-522.64-00 | (45,000) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-2201-522.64-00 | 10,000 | | |
| | 001-2201-522.64-00 | 35,000 | | |
| 01/26/21 | 001-2201-522.55-00 | (5,883) | ADD FNDS / FIRE INSPECTOR | 1543 |
| 03/09/21 | 001-2201-522.55-00 | (1,325) | PDCS SERVICES / FIRE PLAN | 2023 |
| 04/27/21 | 001-2201-522.12-12 | 46,912 | ACCRUAL PAYOUTS REG SAL RES# 2021-039 | 2711 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 04/27/21 | 001-2201-522.12-00 | (1,497) | HIGHER TAX COMMISSIONS RES# 2021-039 | 2711 |
| | 001-2201-522.34-00 | 1,497 | | |
| 06/08/21 | 001-2201-522.55-00 | (444) | C/O FOR PO# 77110 | 3314 |
| | 001-2201-522.34-00 | 444 | | |
| 08/10/21 | 001-2201-522.14-00 | 104,200 | ADDTL OT BUDGET RES# 2021-074 | 4201 |
| 08/12/21 | 001-2201-522.52-02 | (5,000) | FND SUPPLIES THROUGH YE | 4228 |
| | 001-2201-522.52-00 | 5,000 | | |
| | 001-2201-522.12-00 | (19,012) | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| | 001-2201-522.12-12 | 19,012 | | |
| 09/24/21 | 001-2201-522.55-00 | (120) | DTV BILL THROUGH FY21 | 4839 |
| | 001-2201-522.41-00 | 120 | | |
| | 001-2201-522.55-00 | (6,485) | FND EXCESS VEHICLE REPAIR | 4839 |
| | 001-2201-522.46-03 | 6,485 | | |
| 12 Budget Amendments/Transfers | | | Division 2201 Total $177,958 | |
| **3200 - ADMINISTRATION** | | | | |
| 11/10/20 | 001-3200-515.24-00 | 11 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-3200-515.22-00 | 209 | | |
| | 001-3200-515.21-00 | 316 | | |
| | 001-3200-515.12-12 | 4,119 | | |
| 11/17/20 | 001-3200-515.31-00 | 17,425 | R/O PO # 76297 S&ME RES# 2020-245 | 625 |
| | 001-3200-515.34-00 | 8,656 | R/O PO #76172 Geosyntec RES# 2020-245 | 625 |
| 03/09/21 | 001-3200-515.34-00 | (1,199) | CORR NEG BAL AD SVCS ACCT | 2023 |
| | 001-3200-515.56-15 | 159 | | |
| | 001-3200-515.52-00 | 339 | | |
| | 001-3200-515.54-00 | 701 | | |
| 04/08/21 | 001-3200-515.51-00 | (701) | AMERICAN PLAN ASSOC DUES | 2448 |
| | 001-3200-515.54-00 | 701 | | |
| | 001-3200-515.12-00 | (339) | FND OVERDRAWN OP SUPPLY | 2448 |
| | 001-3200-515.52-00 | 339 | | |
| | 001-3200-515.12-00 | (689) | MID YEAR PAYROLL ADJ | 2448 |
| | 001-3200-515.12-00 | (10) | | |
| | 001-3200-515.14-00 | 10 | | |
| | 001-3200-515.12-12 | 689 | | |
| 05/27/21 | 001-3200-515.12-00 | (59,971) | CORR C NEUT PR BUDG CHARLENE NEUTERMAN | 3157 |
| | 001-3200-515.22-00 | (16,366) | | |
| | 001-3200-515.21-00 | (4,638) | | |
| | 001-3200-515.23-00 | (3,046) | | |
| | 001-3200-515.27-00 | (1,920) | | |
| | 001-3200-515.24-00 | (107) | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 06/08/21 | 001-3200-515.62-00 | 750,000 | AFB /BLAKE SUBDIV HOUSING RES# 2021-043 | | 3312 |
| | 001-3200-515.49-00 | (800) | VERIZON PO / REMAINDER FY | | 3314 |
| | 001-3200-515.41-00 | 800 | | | |
| 08/05/21 | 001-3200-515.49-00 | (2,000) | FND UNINSURED VHCLE PRGM | | 4107 |
| | 001-3200-515.46-03 | 2,000 | | | |
| 08/10/21 | 001-3200-515.12-12 | 64,222 | ACCRUAL PAYOUTS RES# 2021-074 | | 4201 |
| 08/12/21 | 001-3200-515.42-00 | (136) | OVERSPENT ACCOUNTS | | 4228 |
| | 001-3200-515.46-03 | 136 | | | |
| 09/20/21 | 001-3200-515.49-00 | (25,000) | HIST PRES GRANT ACCEPT RES# 2021-085 | | 4758 |
| | 001-3200-515.31-16 | 50,000 | | | |
| 14 | Budget Amendments/Transfers | | Division 3200 Total | $783,910 | |
| **3205 - ECONOMIC DEVELOPMENT** | | | | | |
| 11/10/20 | 001-3205-559.24-00 | 2 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 001-3205-559.21-00 | 89 | | | |
| | 001-3205-559.22-00 | 99 | | | |
| | 001-3205-559.12-12 | 1,154 | | | |
| 01/12/21 | 001-3205-554.83-10 | 54,741 | CARES FUNDS #107-2020 RES# 2021-003 | | 1279 |
| 05/27/21 | 001-3205-559.24-00 | 107 | CORR C NEUT PR BUDG CHARLENE NEUTERMAN | | 3157 |
| | 001-3205-559.27-00 | 1,920 | | | |
| | 001-3205-559.23-00 | 3,046 | | | |
| | 001-3205-559.21-00 | 4,638 | | | |
| | 001-3205-559.22-00 | 16,366 | | | |
| | 001-3205-559.12-00 | 59,971 | | | |
| 08/12/21 | 001-3205-559.48-00 | (600) | CORR ACCT BDGT ERROR | | 4228 |
| | 001-3205-559.40-00 | 600 | | | |
| | 001-3205-559.51-00 | (18) | OVERSPENT ACCOUNTS | | 4228 |
| | 001-3205-559.55-00 | 18 | | | |
| 5 | Budget Amendments/Transfers | | Division 3205 Total | $142,133 | |
| **3500 - ADMINISTRATION** | | | | | |
| 11/10/20 | 001-3500-519.24-00 | 1 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 001-3500-519.21-00 | 22 | | | |
| | 001-3500-519.12-12 | 286 | | | |
| 01/26/21 | 001-3500-519.48-00 | (100) | SOLID WASTE TRNG CLASS | | 1543 |
| | 001-3500-519.55-00 | 100 | | | |
| 04/08/21 | 001-3500-519.51-00 | (16) | ADMIN CELL PHONE | | 2448 |
| | 001-3500-519.41-00 | 16 | | | |
| 3 | Budget Amendments/Transfers | | Division 3500 Total | $309 | |
| **3510 - STREET MANAGEMENT** | | | | | |
| 11/05/20 | 001-3510-541.64-00 | (70,000) | ASSIGN AD BUDG PROJ #S | | 405 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 11/05/20 | 001-3510-541.46-00 | (30,000) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-3510-541.46-00 | 30,000 | | |
| | 001-3510-541.64-00 | 70,000 | | |
| 11/10/20 | 001-3510-541.46-00 | (16,293) | AURORA ST SIDEWALK PROJ RES# 2020-236 | 555 |
| | 001-3510-541.63-00 | 16,293 | | |
| | 001-3510-541.63-00 | 50,000 | | |
| | 001-3510-541.21-00 | 52 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-3510-541.24-00 | 70 | | |
| | 001-3510-541.12-12 | 679 | | |
| 11/16/20 | 001-3510-541.63-00 | (300,000) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-3510-541.63-00 | 300,000 | | |
| 11/17/20 | 001-3510-541.46-00 | 58,161 | R/O PO #75367 Goodson Pav RES# 2020-245 | 625 |
| | 001-3510-541.46-00 | 2 | R/O PO #75368 Goodson Pav RES# 2020-245 | 625 |
| | 001-3510-541.63-04 | 7,750 | R/O PO #76438 Parkit Con RESO #2020-245 | 625 |
| | 001-3510-541.46-00 | 1 | R/P PO #76124 Goodson Pav RES# 2020-245 | 625 |
| 04/13/21 | 001-3510-541.63-04 | (4,402) | CORRECT BUDGET RES# 21-293 | 2526 |
| 06/08/21 | 001-3510-541.46-00 | 15,000 | ADD'L TIFT / AURORA ST RES# 21-362 | 3313 |
| | 001-3510-541.46-00 | 200,000 | AFB / DIAMND SQ PAVING RES# 2021-043 | 3312 |
| | 001-3510-541.63-00 | 400,000 | | |
| 11 Budget Amendments/Transfers | | | Division 3510 Total $727,313 | |
| **3520 - PARKS & BEAUTIFICATION** | | | | |
| 10/27/20 | 001-3520-572.34-09 | 16,600 | MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS | 301 |
| 11/05/20 | 001-3520-572.64-00 | (17,000) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-3520-572.64-00 | 17,000 | | |
| 11/10/20 | 001-3520-572.21-00 | 280 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-3520-572.24-00 | 372 | | |
| | 001-3520-572.12-12 | 3,655 | | |
| | 001-3520-572.31-13 | 25,000 | FIND - BOAT RAMP REHAB RES# 2020-678 | 561 |
| | 001-3520-572.31-14 | 30,000 | FIND - LEE WENNER DREDGE RES# 2020-677 | 560 |
| | 001-3520-572.31-14 | 30,000 | FIND GRANT DREDGING RES# 2020-233 | 534 |
| | 001-3520-572.31-13 | 25,000 | FIND GRANT LWP RAMP RES# 2020-232 | 536 |
| 12/08/20 | 001-3520-572.64-00 | (14,879) | CORR PROJ # FOR MOWERS | 870 |
| | 001-3520-572.64-00 | 14,879 | | |
| 04/08/21 | 001-3520-572.46-00 | (4,220) | CINTAS UNIFORMS | 2448 |
| | 001-3520-572.52-00 | 4,220 | | |
| | 001-3520-572.46-00 | (1,800) | PCARD SPND / TREE SERVICE | 2448 |
| | 001-3520-572.49-00 | 1,800 | | |
| 05/11/21 | 001-3520-572.34-09 | 2,590 | TXF FNDS / BREV MUSEUM RES# 2021-045 | 2968 |
| 05/18/21 | 001-3520-572.46-00 | (10,000) | FY21 OT & OPER COSTS | 3011 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 05/18/21 | 001-3520-572.46-02 | 18 | MAKE R&M POSITIVE FY21 | 3011 |
| | 001-3520-572.52-00 | 9,982 | OPERATING COSTS FY21 | 3011 |
| | 001-3520-572.14-00 | 6,000 | OVERTIME COSTS FY21 | 3011 |
| 06/08/21 | 001-3520-572.34-00 | (13,000) | ADDITIONAL MOWING AREAS | 3314 |
| | 001-3520-572.34-09 | 13,000 | | |
| | 001-3520-572.46-00 | 16,000 | AFB PD BLDG REPAIRS RES# 2021-043 | 3312 |
| 07/23/21 | 001-3520-572.31-11 | (12,787) | ASSIGN BUDG TO PROJ # | 3926 |
| | 001-3520-572.31-11 | 12,787 | | |
| 07/27/21 | 001-3520-572.31-11 | (17,213) | RMV EXCS BDGT FOREST GRNT RES# 2021-068 | 3987 |
| | 001-3520-572.31-11 | 2,050 | | |
| | 001-3520-572.31-11 | 2,050 | | |
| 08/05/21 | 001-3520-572.52-00 | 1,600 | FND UNIFORMS FOR FY21 | 4107 |
| 08/12/21 | 001-3520-572.49-00 | 100 | FND ACCTS THROUGH YE | 4228 |
| | 001-3520-572.46-02 | 515 | GENERATOR REPAIR FS#1 | 4228 |
| | 001-3520-572.12-00 | (863) | OVERSPENT ACCOUNTS | 4228 |
| | 001-3520-572.52-00 | 301 | | |
| | 001-3520-572.49-00 | 47 | TAG & TITLE VEHICLE 4125 | 4228 |
| 09/24/21 | 001-3520-572.46-02 | 515 | COVER EXPNSE FY21 | 4839 |
| | 001-3520-572.14-00 | 3,000 | | |
| | 001-3520-572.46-00 | (3,515) | PD ROOF / NEG BALANCE | 4839 |
| 26 | Budget Amendments/Transfers | | Division 3520 Total | $144,084 |
| **3540 - PUBLIC WORKS- FLEET MAINT** | | | | |
| 11/10/20 | 001-3540-519.24-00 | 73 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-3540-519.21-00 | 199 | | |
| | 001-3540-519.12-12 | 2,601 | | |
| 11/16/20 | 001-3540-519.64-00 | (10,000) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-3540-519.64-00 | 10,000 | | |
| 04/08/21 | 001-3540-519.64-00 | (6,932) | R WASHINTON DEPLY COSTS | 2448 |
| | 001-3540-519.49-00 | 6,932 | | |
| 05/18/21 | 001-3540-519.55-00 | (180) | CDL / CLASS B LICENSE | 3011 |
| | 001-3540-519.49-00 | 180 | | |
| | 001-3540-519.46-00 | (4,000) | DIVIDER & WINDOW CUST SVC | 3011 |
| | 001-3540-519.46-02 | 4,000 | | |
| 07/20/21 | 001-3540-519.63-00 | 292,153 | REMOVE/REPLACE FUEL TANKS RES# 2021-043 | 3872 |
| 08/05/21 | 001-3540-519.46-00 | (1,200) | FND UNEXPCTD REPAIRS | 4107 |
| | 001-3540-519.55-00 | (815) | | |
| | 001-3540-519.52-07 | 815 | | |
| | 001-3540-519.46-03 | 1,200 | | |
| 08/12/21 | 001-3540-519.12-00 | (1,137) | OVERSPENT ACCOUNTS | 4228 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 08/12/21 | 001-3540-519.52-07 | 315 | OVERSPENT ACCOUNTS | 4228 |
| | 001-3540-519.46-03 | 822 | | |
| 09/24/21 | 001-3540-519.55-00 | (3,286) | COMM & OPER EXPNSE FY21 | 4839 |
| | 001-3540-519.46-00 | (3,000) | | |
| | 001-3540-519.64-00 | (3,000) | | |
| | 001-3540-519.56-15 | (2,476) | | |
| | 001-3540-519.41-00 | 286 | COMM EXPNSE FY21 | 4839 |
| | 001-3540-519.34-00 | 11,476 | OPERATING EXPNSE FY21 | 4839 |
| 11 Budget Amendments/Transfers | | | Division 3540 Total $295,026 | |
| **3560 - FACILITY MANAGEMENT** | | | | |
| 11/10/20 | 001-3560-519.24-00 | 224 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 001-3560-519.21-00 | 439 | | |
| | 001-3560-519.12-12 | 5,739 | | |
| 11/16/20 | 001-3560-519.64-00 | (173,500) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-3560-519.64-00 | 34,500 | | |
| | 001-3560-519.64-00 | 37,000 | | |
| | 001-3560-519.64-00 | 45,000 | | |
| | 001-3560-519.64-00 | 57,000 | | |
| 01/12/21 | 001-3560-519.64-00 | 35,000 | UNBUDG - PD FRONT GATE RES# 2021-003 | 1279 |
| 04/08/21 | 001-3560-519.12-00 | (120) | MID YEAR PAYROLL ADJ | 2448 |
| | 001-3560-519.20-00 | 120 | | |
| 05/01/21 | 001-3560-519.64-00 | 10,000 | BREVARD MUSEUEM HVAC RES# 2021-045 | 3009 |
| 05/11/21 | 001-3560-519.34-00 | 1,470 | TXF FNDS / BREV MUSEUM RES# 2021-045 | 2968 |
| | 001-3560-519.46-02 | 4,190 | | |
| | 001-3560-519.43-00 | 8,750 | | |
| 05/18/21 | 001-3560-519.64-00 | (7,200) | FY21 OT & OPER COSTS | 3011 |
| | 001-3560-519.64-00 | (4,800) | | |
| | 001-3560-519.14-00 | 6,000 | OVERTIME COSTS FY21 | 3011 |
| 06/08/21 | 001-3560-519.46-02 | 24,000 | AFB PD BLDG REPAIRS RES# 2021-043 | 3312 |
| | 001-3560-519.64-00 | 32,000 | | |
| | 001-3560-519.64-00 | 135,000 | | |
| | 001-3560-519.62-00 | 352,000 | | |
| 08/05/21 | 001-3560-519.46-02 | (2,900) | FND UNIFORMS FOR FY21 | 4107 |
| | 001-3560-519.52-00 | 1,300 | | |
| | 001-3560-519.64-00 | (801) | INCORRECT CHRGE PO 77664 CORR BAF 21064T | 4107 |
| | 001-3560-519.64-00 | 801 | | |
| 08/12/21 | 001-3560-519.64-00 | (4,200) | FND ACCTS THROUGH YE | 4228 |
| | 001-3560-519.46-03 | 500 | | |
| | 001-3560-519.41-00 | 600 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 08/12/21 | 001-3560-519.52-00 | 3,000 | FND ACCTS THROUGH YE | | 4228 |
| | 001-3560-519.12-00 | (4,311) | OVERSPENT ACCOUNTS | | 4228 |
| | 001-3560-519.52-00 | 3,183 | | | |
| | 001-3560-519.41-00 | 600 | STAFF CELL PHONES / VERIZ | | 4228 |
| | 001-3560-519.12-12 | 528 | UNBDGTD ACCRUAL PAYOUTS | | 4228 |
| 09/24/21 | 001-3560-519.52-00 | 5,000 | COVER EXPNSE FY21 | | 4839 |
| | 001-3560-519.43-00 | (25,000) | IT INFR & BLDNG ROOF PD SUBSTATION | | 4837 |
| | 001-3560-519.46-02 | (24,999) | | | |
| | 001-3560-519.64-00 | (10,000) | | | |
| | 001-3560-519.64-00 | (15,800) | PD ROOF / NEG BALANCE | | 4839 |
| | 001-3560-519.46-00 | 5,000 | PD ROOF REPLACE | | 4839 |
| | 001-3560-519.62-00 | 5,800 | | | |
| 19 Budget Amendments/Transfers | | | Division 3560 Total | $541,113 | |
| **3580 - CAPITAL PROJECTS MNGMT** | | | | | |
| 11/10/20 | 001-3580-519.24-00 | 4 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 001-3580-519.22-00 | 46 | | | |
| | 001-3580-519.21-00 | 160 | | | |
| | 001-3580-519.12-12 | 2,088 | | | |
| 07/26/21 | 001-3580-519.62-00 | 82,500 | PARK IMP / BATHROOMS RES# 2021-043 | | 3955 |
| | 001-3580-519.62-00 | 82,500 | | | |
| | 001-3580-519.62-00 | 82,500 | | | |
| | 001-3580-519.64-00 | 8,000 | PARK IMP / FENCE, BTHROOM RES# 2021-043 | | 3956 |
| | 001-3580-519.46-02 | 40,000 | | | |
| | 001-3580-519.46-02 | 60,000 | | | |
| | 001-3580-519.63-00 | 125,000 | | | |
| | 001-3580-519.63-00 | 130,000 | | | |
| | 001-3580-519.63-00 | 537,000 | | | |
| | 001-3580-519.31-00 | 12,000 | PARK IMP / PARK UNIFY RES# 2021-043 | | 3957 |
| | 001-3580-519.46-00 | 463,000 | | | |
| | 001-3580-519.62-00 | 85,000 | PARK IMP / PAVILLION RES# 2021-043 | | 3955 |
| | 001-3580-519.64-00 | 625,000 | PARK IMP / SPLASH PAD RES# 2021-043 | | 3955 |
| 09/24/21 | 001-3580-519.63-00 | 10,000 | IT INFR & BLDNG ROOF PD SUBSTATION | | 4837 |
| | 001-3580-519.62-00 | 49,999 | | | |
| 7 Budget Amendments/Transfers | | | Division 3580 Total | $2,394,797 | |
| 252 Total Budget Amendments/Transfers | | | **GENERAL FUND** | **$5,842,525** | |
| **3240 - HOUSING GRANTS** | | | | | |
| 11/17/20 | 103-3240-554.83-09 | 13,780 | R/O PO # 76904 Cent Brev RESO #2020-234 | | 625 |
| | 103-3240-554.83-00 | 348 | R/O PO #76234 Green Leaf RES# 2020-245 | | 625 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 11/17/20 | 103-3240-554.83-00 | 8,308 | R/O PO #76898 P Lynch Con RES# 2020-245 | | 625 |
| | 103-3240-554.83-09 | 13,237 | R/O PO #76903 Salv Army RES# 2020-245 | | 625 |
| | 103-3240-554.83-09 | 13,780 | R/O PO #76906 Comm Svcs RES# 2020-245 | | 625 |
| | 103-3240-554.83-09 | 20,670 | R/O PO #76938 Salv Army RES# 2020-245 | | 625 |
| | 103-3240-554.83-09 | 20,670 | R/O PO #76939 Cent Brev RES# 2020-245 | | 625 |
| 12/08/20 | 103-3240-581.91-01 | 175,000 | BREV CO PMT JLS CONST RES# 2020-248 | | 903 |
| 01/26/21 | 103-3240-554.83-00 | (3,500) | INC OP BUDGET DUE TO COVID | | 1543 |
| | 103-3240-554.54-00 | 1,225 | | | |
| | 103-3240-554.51-00 | 2,275 | | | |
| 03/23/21 | 103-3240-554.12-09 | 20,672 | ADMIN COST CARES GRANT RES# 2021-023 | | 2216 |
| 04/08/21 | 103-3240-554.12-00 | (392) | MID YEAR PAYROLL ADJ | | 2448 |
| | 103-3240-554.12-12 | 392 | | | |
| 07/13/21 | 103-3240-581.91-08 | 37,000 | INC BUDG - ADDL LOAN PMT RES# 2021-063 | | 3810 |
| 08/10/21 | 103-3240-554.83-00 | (61,197) | ADDTNL SECT 108 LOAN PMNT RES # 2021-073 | | 4201 |
| | 103-3240-581.91-08 | 61,197 | | | |
| 09/14/21 | 103-3240-554.12-09 | 26,672 | CARES CV / B-20-MW-12-003 RES# 2021-084 | | 4757 |
| | 103-3240-554.83-09 | 106,691 | | | |
| | 103-3240-554.12-10 | 26,672 | | | 4875 |
| | 103-3240-554.83-11 | 106,691 | | | |
| | 103-3240-554.83-09 | (106,691) | REVERSE GROUP 04757 WRONG ACCT #'S USED | | 4875 |
| | 103-3240-554.12-09 | (26,672) | | | |
| 09/20/21 | 103-3240-554.12-12 | (392) | REALIZE REV CDBG CV3 GRNT | | 4759 |
| | 103-3240-554.12-00 | 392 | | | |
| 17 | Budget Amendments/Transfers | | Division 3240 Total | $456,828 | |
| | 17 Total Budget Amendments/Transfers | | **CDBG** | **$456,828** | |
| **3240 - HOUSING GRANTS** | | | | | |
| 11/17/20 | 104-3240-554.83-00 | 260,000 | R/O PO #74638 Comm Housg RES# 2020-245 | | 625 |
| 04/08/21 | 104-3240-554.12-00 | (98) | MID YEAR PAYROLL ADJ | | 2448 |
| | 104-3240-554.12-12 | 98 | | | |
| 04/13/21 | 104-3240-554.83-00 | (21,926) | REDUCE HOME CARRY FORWARD RES# 21-265 | | 2524 |
| | 104-3240-554.83-00 | (260,000) | REV BAF #210-033A PO ROLL RES# 21-265 | | 2524 |
| 4 | Budget Amendments/Transfers | | Division 3240 Total | ($21,926) | |
| | 4 Total Budget Amendments/Transfers | | **BREVARD COUNTY HOME** | **($21,926)** | |
| **3240 - HOUSING GRANTS** | | | | | |
| 11/17/20 | 105-3240-554.83-00 | 100 | R/O PO # 76080 Fed Title RES# 2020-245 | | 625 |
| | 105-3240-554.83-00 | 300 | R/O PO #76003 Gr Leaf Hom RESO #2020-234 | | 625 |
| | 105-3240-554.83-00 | 10,000 | R/O PO #76898 P Lynch Con RESO #2020-234 | | 625 |
| 3 | Budget Amendments/Transfers | | Division 3240 Total | $10,400 | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 3 Total Budget Amendments/Transfers | | | **SHIP/COCOA HOUSING TRUST** | **$10,400** | |
| **3200 - ADMINISTRATION** | | | | | |
| 11/10/20 | 107-3200-515.22-00 | 24 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 107-3200-515.24-00 | 67 | | | |
| | 107-3200-515.21-00 | 284 | | | |
| | 107-3200-515.12-12 | 3,709 | | | |
| 03/09/21 | 107-3200-515.34-00 | (763) | CHROMEBOOK PURCHASE | | 2023 |
| | 107-3200-515.56-15 | 763 | | | |
| 04/08/21 | 107-3200-515.52-00 | (303) | CHROMEBOOK PURCHASE | | 2448 |
| | 107-3200-515.56-15 | 303 | | | |
| | 107-3200-515.23-04 | (4,265) | MID YEAR PAYROLL ADJ | | 2448 |
| | 107-3200-515.15-00 | (240) | | | |
| | 107-3200-515.12-12 | (229) | | | |
| | 107-3200-515.14-00 | (20) | | | |
| | 107-3200-515.12-00 | 20 | | | |
| | 107-3200-515.12-00 | 229 | | | |
| | 107-3200-515.12-00 | 240 | | | |
| | 107-3200-515.23-00 | 4,265 | | | |
| 4 Budget Amendments/Transfers | | | Division 3200 Total | $4,084 | |
| 4 Total Budget Amendments/Transfers | | | **BUILDING PERMITS** | **$4,084** | |
| **3240 - HOUSING GRANTS** | | | | | |
| 07/13/21 | 108-3240-517.71-00 | 37,000 | INC BUDG - ADDL LOAN PMT RES# 2021-063 | | 3810 |
| 08/10/21 | 108-3240-517.71-00 | 61,197 | ADDTNL SECT 108 LOAN PMNT RES # 2021-073 | | 4201 |
| 2 Budget Amendments/Transfers | | | Division 3240 Total | $98,197 | |
| 2 Total Budget Amendments/Transfers | | | **SEC 108 LOAN GUARANTEE** | **$98,197** | |
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 10/13/20 | 110-3230-559.39-00 | (41) | COCOA CRA LIABILITY INS RES # 20-660 | | 144 |
| | 110-3230-559.45-00 | 41 | | | |
| | 110-3230-559.39-00 | (15,000) | LEE WENNER MANGROVE TRIM RES # 20-672 | | 143 |
| | 110-3230-559.34-00 | 15,000 | | | |
| 10/14/20 | 110-3230-581.91-01 | (91,628) | CORR CCRA LOAN C FY20 BUDG INCORR | | 127 |
| | 110-3230-559.39-00 | 91,628 | | | |
| 11/10/20 | 110-3230-559.39-00 | (254) | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 110-3230-559.24-00 | 1 | | | |
| | 110-3230-559.21-00 | 17 | | | |
| | 110-3230-559.22-00 | 19 | | | |
| | 110-3230-559.12-12 | 217 | | | |
| | 110-3230-559.39-00 | (5,000) | CRA FINANCIAL STATEMENT RES# 2020-757 | | 559 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 11/10/20 | 110-3230-559.32-00 | 5,000 | CRA FINANCIAL STATEMENT RES# 2020-757 | 559 |
| | 110-3230-559.39-00 | (25,000) | FIND - BOAT RAMP REHAB RES# 2020-678 | 561 |
| | 110-3230-581.91-32 | 25,000 | | |
| | 110-3230-559.39-00 | (30,000) | FIND - LEE WENNER DREDGE RES# 2020-677 | 560 |
| | 110-3230-581.91-01 | 30,000 | | |
| 11/17/20 | 110-3230-559.63-00 | 18,664 | R/O PO # 76293 Infr Sol RES# 2020-245 | 625 |
| | 110-3230-559.63-00 | 28,750 | R/O PO #74623 Infr Sol RES# 2020-245 | 625 |
| | 110-3230-559.31-00 | 12,118 | R/O PO #76666 Infr Sol RES# 2020-245 | 625 |
| | 110-3230-559.31-00 | 46,389 | R/O PO #76790 S&ME RES# 2020-245 | 625 |
| 12/08/20 | 110-3230-559.39-00 | (4,517) | ISS T/O 2020-14 PKG STUDY RES# 20-820 | 917 |
| | 110-3230-559.31-00 | 4,517 | | |
| | 110-3230-559.39-00 | (39,918) | LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823 | 918 |
| | 110-3230-559.31-00 | 39,918 | | |
| 02/09/21 | 110-3230-559.39-00 | (60,000) | FIGURINES-GATEWAY PROJ RES# 21-103 | 1684 |
| | 110-3230-559.63-00 | 60,000 | | |
| 03/09/21 | 110-3230-559.39-00 | (115,360) | COCOA VILLAGE CROSSWALKS RES# 21-191 | 2043 |
| | 110-3230-559.63-00 | 115,360 | | |
| | 110-3230-559.39-00 | (830) | CROSSWALK MARKER LIGHTS RES# 21-192 | 2044 |
| | 110-3230-559.52-00 | 830 | | |
| 04/05/21 | 110-3230-559.31-00 | (66,087) | LEE WENNER PARKING IMP RES# 21-235 | 2437 |
| | 110-3230-559.63-00 | 66,087 | | |
| 05/18/21 | 110-3230-559.39-00 | (5,000) | CRA AUDIT STATEMENTS RES# 20-757 | 3010 |
| | 110-3230-559.32-00 | 5,000 | | |
| 06/07/21 | 110-3230-559.39-00 | (11,210) | REPLACE DECORATIVE LIGHTS RES# 21-407 | 3321 |
| | 110-3230-559.46-00 | 11,210 | | |
| 08/02/21 | 110-3230-559.39-00 | (800) | CVR INCR IN ALUMINUM COST RES # 21-505 | 4225 |
| | 110-3230-559.63-00 | 800 | | |
| 08/05/21 | 110-3230-559.63-00 | (28,750) | CORR ACCT / RECLASS FNDS | 4107 |
| | 110-3230-559.31-00 | 28,750 | | |
| | 110-3230-559.46-00 | (11,210) | CORR EXP ACCT / LIGHTS | 4107 |
| | 110-3230-559.52-00 | 11,210 | | |
| 08/12/21 | 110-3230-559.63-00 | (60,000) | BDGT FOR GATEWAY ENTRY RECLASS FROM INFRA | 4224 |
| | 110-3230-559.64-00 | 60,000 | | |
| 08/20/21 | 110-3230-559.39-00 | (66,087) | CORR ACCT ON BAF 21-061-T RES# 21-235 | 4344 |
| | 110-3230-559.31-00 | 66,087 | | |
| 09/24/21 | 110-3230-559.24-00 | (60) | COVER EXPNSE FY21 | 4839 |
| | 110-3230-559.40-00 | 60 | | |
| 25 Budget Amendments/Transfers | | | Division 3230 Total | $105,921 |
| 25 Total Budget Amendments/Transfers | | | **CRA COCOA RDA** | **$105,921** |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 10/19/20 | 111-3230-559.39-00 | (5,000) | CRA AUDIT STATEMENTS RES# 20-711 | | 2984 |
| | 111-3230-559.32-00 | 5,000 | | | |
| | 111-3230-559.39-00 | (50) | DMND SQ LIABILITY INS RES # 20-701 | | 209 |
| | 111-3230-559.45-00 | 50 | | | |
| 11/10/20 | 111-3230-559.39-00 | (87) | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 111-3230-559.24-00 | 1 | | | |
| | 111-3230-559.21-00 | 6 | | | |
| | 111-3230-559.22-00 | 7 | | | |
| | 111-3230-559.12-12 | 73 | | | |
| 11/17/20 | 111-3230-559.39-00 | (3,100) | APP / SURVEY 2 PARCELS RES# 2020-786 | | 594 |
| | 111-3230-559.31-00 | 3,100 | | | |
| 02/09/21 | 111-3230-559.39-00 | (3,600) | SIGN REPAIR / REPLACE CRA RES# 21-102 | | 1685 |
| | 111-3230-559.46-00 | 3,600 | | | |
| 03/15/21 | 111-3230-559.39-00 | (600) | INC LEGAL SVCS ACCT DSCRA RES# 21-165 | | 2161 |
| | 111-3230-559.31-01 | 600 | | | |
| 05/17/21 | 111-3230-559.39-00 | (6,000) | 10 SMER CAMP SCHOLRSHPS JLS CNTR - RES # 21-348 | | 3155 |
| | 111-3230-559.49-00 | 6,000 | | | |
| 07/21/21 | 111-3230-559.39-00 | (600) | COVER DM SQ LEGAL EXP RES #21-482 | | 3897 |
| | 111-3230-559.31-01 | 600 | | | |
| 8 Budget Amendments/Transfers | | | Division 3230 Total | $0 | |
| 8 Total Budget Amendments/Transfers | | | **CRA DIAMOND SQUARE 626** | **$0** | |
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 11/17/20 | 112-3230-559.31-01 | 265 | R/O PO # 75259 J Colombo RES# 2020-245 | | 625 |
| 06/16/21 | 112-3230-559.32-00 | 5,000 | US1 CRA AUDIT COSTS | | 3498 |
| 2 Budget Amendments/Transfers | | | Division 3230 Total | $5,265 | |
| 2 Total Budget Amendments/Transfers | | | **CRA US1 CORRIDOR** | **$5,265** | |
| **1510 - FINANCE UTILITY ACCOUNTNG** | | | | | |
| 07/20/21 | 130-1510-536.83-02 | 180,000 | ARPA / UTIL BILL PAY CTY RES# 2021-044 | | 3874 |
| 1 Budget Amendments/Transfers | | | Division 1510 Total | $180,000 | |
| **1600 - GENERAL OPERATIONS** | | | | | |
| 09/24/21 | 130-1600-513.56-15 | 5,920 | ARPA FUND - CHROMEBOOKS RES# 21-044 | | 4838 |
| | 130-1600-513.56-15 | 40,000 | ARPA FUND - DIGIT RECORDS RES# 21-044 | | 4838 |
| | 130-1600-513.56-15 | 90,000 | ARPA FUND - LAPTOPS / IT RES# 21-044 | | 4838 |
| 3 Budget Amendments/Transfers | | | Division 1600 Total | $135,920 | |
| **3230 - CRA ADMIN/OPERATIONS** | | | | | |
| 09/24/21 | 130-3230-559.83-01 | 475,000 | ARPA FUND - SAV A LOT RES# 21-044 | | 4838 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 1 Budget Amendments/Transfers | | | Division 3230 Total | $475,000 | |
| **3560 - FACILITY MANAGEMENT** | | | | | |
| 08/30/21 | 130-3560-519.64-00 | 5,310 | PORCHER HOUSE HVAC REPL RES# 2021-059 | | 4448 |
| 09/24/21 | 130-3560-519.63-00 | 936,005 | ARPA FUND - HVAC RES# 21-044 | | 4838 |
| 2 Budget Amendments/Transfers | | | Division 3560 Total | $941,315 | |
| 7 Total Budget Amendments/Transfers | | | **AMERICAN RESCUE PLAN FUND** | **$1,732,235** | |
| **2100 - POLICE ADMIN/OPERATIONS** | | | | | |
| 04/27/21 | 141-2100-521.55-00 | 9,130 | BAF 20-086-T FOR PO ROLL RES# 2021-039 | | 2711 |
| 1 Budget Amendments/Transfers | | | Division 2100 Total | $9,130 | |
| 1 Total Budget Amendments/Transfers | | | **LAW ENFORCEMENT TRUST** | **$9,130** | |
| **3580 - CAPITAL PROJECTS MNGMT** | | | | | |
| 12/08/20 | 303-3580-519.63-00 | 1,500,000 | FISKE BLVD COMPLETE ST PR RES# 2020-249 | | 904 |
| 06/01/21 | 303-3580-541.63-09 | 2,319,585 | FISKE BLVD GRANT PROC RES# 2021-050 | | 3243 |
| 2 Budget Amendments/Transfers | | | Division 3580 Total | $3,819,585 | |
| 2 Total Budget Amendments/Transfers | | | **FISKE BV CMPLT STRTSCAPE** | **$3,819,585** | |
| **1506 - INVENTORY** | | | | | |
| 11/10/20 | 421-1506-536.24-00 | 2 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 421-1506-536.21-00 | 66 | | | |
| | 421-1506-536.12-12 | 863 | | | |
| 12/08/20 | 421-1506-536.52-00 | (138) | CELL PHONE / WAREHOUSE | | 870 |
| | 421-1506-536.41-00 | 138 | | | |
| 2 Budget Amendments/Transfers | | | Division 1506 Total | $931 | |
| **1515 - UTILITY SUPPORT SERVICES** | | | | | |
| 11/10/20 | 421-1515-536.22-00 | 89 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 421-1515-536.24-00 | 260 | | | |
| | 421-1515-536.21-00 | 556 | | | |
| | 421-1515-536.12-12 | 7,262 | | | |
| 11/16/20 | 421-1515-536.64-00 | (61,500) | ASSIGN AD BUDG PROJ #S | | 405 |
| | 421-1515-536.64-00 | 61,500 | | | |
| 04/08/21 | 421-1515-536.52-30 | (185) | MAILBOX HIT BY CITY VEH | | 2448 |
| | 421-1515-536.46-00 | 185 | | | |
| | 421-1515-536.12-00 | (968) | MID YEAR PAYROLL ADJ | | 2448 |
| | 421-1515-536.12-12 | 968 | | | |
| 08/05/21 | 421-1515-536.52-30 | (6,000) | FUND FY21 EXPNSE PROJECT | | 4107 |
| | 421-1515-536.46-03 | 6,000 | | | |
| 08/12/21 | 421-1515-536.12-00 | (4,322) | OVERSPENT ACCOUNTS | | 4228 |
| | 421-1515-536.46-03 | 1,973 | SPACE COAST AUTO SUPPLY | | 4228 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 08/12/21 | 421-1515-536.12-12 | 2,349 | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| 8 | Budget Amendments/Transfers | | Division 1515 Total $8,167 | |
| **4010 - WATER ADMINISTRATION** | | | | |
| 10/27/20 | 421-4010-536.31-33 | (38,952) | BENTEK BROKER CONSULT FEE | 281 |
| | 421-4010-536.31-00 | 38,952 | | |
| 11/10/20 | 421-4010-536.39-00 | (75,000) | CLOSING COSTS W/S REV BND RES# 2020-231 | 554 |
| | 421-4010-536.73-00 | 75,000 | | |
| | 421-4010-536.39-00 | (81,502) | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 421-4010-536.22-00 | 31 | | |
| | 421-4010-536.24-00 | 31 | | |
| | 421-4010-536.21-00 | 239 | | |
| | 421-4010-536.12-12 | 3,123 | | |
| 11/16/20 | 421-4010-536.64-00 | (41,900) | ASSIGN AD BUDG PROJ #S | 405 |
| | 421-4010-536.64-00 | 17,000 | | |
| | 421-4010-536.64-00 | 24,900 | | |
| 11/17/20 | 421-4010-536.31-01 | 2,421 | R/O PO # 76240 Kirwin N RES# 2020-245 | 625 |
| | 421-4010-536.31-00 | 15,743 | R/O PO #76150 Stantec RES# 2020-245 | 625 |
| | 421-4010-536.31-00 | 51,907 | R/O PO #76942 Jacobs RES# 2020-245 | 625 |
| | 421-4010-536.56-15 | 7,750 | R/O PO #76965 Cleargov RES# 2020-245 | 625 |
| 12/08/20 | 421-4010-536.39-00 | (256,410) | RELOC TWO FORCE MAINS RES# 2020-251 | 905 |
| | 421-4010-536.31-00 | 17,550 | STANTEC RATE STUDY C/O RES# 2020-249 | 904 |
| 01/12/21 | 421-4010-536.39-00 | (91,770) | B MAYER TO / Area J&K GS RES #2021-002 | 1278 |
| | 421-4010-581.91-01 | 91,770 | B MAYER TO / Area J&K GS SEWERS - RES #2021-002 | 1278 |
| 02/09/21 | 421-4010-536.39-00 | (101,900) | TO 2021-21 / COCOA GROVE RES# 2021-008 | 1655 |
| 02/23/21 | 421-4010-536.39-00 | (223,661) | RICHLAND VALVE/TAP RES# 2021-010 | 1846 |
| 03/09/21 | 421-4010-581.91-24 | 31,615 | ADD FNDS DYAL FILTER #2 RES# 2021-015 | 2022 |
| | 421-4010-536.31-00 | (7,647) | JUMPER METER / ENG INSPEC | 2023 |
| | 421-4010-536.64-00 | (17,000) | NEW LAB REFRIDGERATOR | 2023 |
| | 421-4010-536.52-00 | 17,000 | | |
| 04/27/21 | 421-4010-581.91-24 | 217,745 | SULFUREATORS ROOF / WALLS RES # 2021-036 | 2710 |
| | 421-4010-581.91-24 | 162,842 | SULFUREATORS ROOF / WALLS RES# 2021-037 | 2710 |
| | 421-4010-581.91-24 | 27,029 | WS16MM MOVED TO 424 FND RES# 2021-039 | 2711 |
| 05/11/21 | 421-4010-581.91-26 | 927,731 | FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042 | 2927 |
| 05/25/21 | 421-4010-536.39-00 | 7,252 | RECL SRF DS BUDG- S2020 RES# 2021-049 | 3156 |
| 06/18/21 | 421-4010-581.91-01 | (91,770) | CORRECTING "TSFR TO" ACT | 3584 |
| | 421-4010-581.91-24 | 91,770 | | |
| 07/27/21 | 421-4010-581.91-24 | 34,155 | ADD CEMENT MORTAR & LINER RES# 2021-064 | 3986 |
| | 421-4010-536.39-00 | (246,325) | REMOVE/REPLACE FUEL TANKS RES# 2021-062 | 3992 |
| | 421-4010-536.63-00 | 246,325 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 08/12/21 | 421-4010-536.12-00 | (12,543) | OVERSPENT ACCOUNTS | 4228 |
| | 421-4010-536.49-00 | 12,543 | | |
| 09/24/21 | 421-4010-536.25-00 | 18,583 | FND UNEMPLOYMENT / COVID | 4839 |
| | 421-4010-536.31-00 | (350) | FND WATER INV FY21 | 4839 |
| | 421-4010-536.43-00 | 350 | | |
| 28 Budget Amendments/Transfers | | | Division 4010 Total $854,627 | |
| **4020 - DYAL PLANT** | | | | |
| 10/27/20 | 421-4020-536.46-02 | (49,000) | Spectrum Network Service Banana River & Viera | 304 |
| | 421-4020-536.46-02 | 49,000 | | |
| 11/10/20 | 421-4020-536.22-00 | 125 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 421-4020-536.24-00 | 855 | | |
| | 421-4020-536.21-00 | 1,848 | | |
| | 421-4020-536.12-12 | 24,153 | | |
| | 421-4020-536.46-00 | (36,458) | PRCHSE BYPASS PUMP RES# 2020-237 | 553 |
| | 421-4020-536.64-00 | 36,458 | | |
| 11/16/20 | 421-4020-536.63-00 | (160,000) | ASSIGN AD BUDG PROJ #S | 405 |
| | 421-4020-536.63-00 | 160,000 | | |
| 11/17/20 | 421-4020-536.63-00 | 59,611 | R/O PO # 76439 Jacobs RES# 2020-245 | 625 |
| | 421-4020-536.46-00 | 91,484 | R/O PO # 76864 Ring Power RES# 2020-245 | 625 |
| | 421-4020-536.64-00 | 186,195 | R/O PO # 76947 Xylem RES# 2020-245 | 625 |
| | 421-4020-536.46-00 | 61,276 | R/O PO #75893 CE Power RES# 2020-245 | 625 |
| | 421-4020-536.46-00 | 4,794 | R/O PO #75906 Ring Power RES# 2020-245 | 625 |
| | 421-4020-536.34-00 | 3,223 | R/O PO #76448 BioTech RES# 2020-245 | 625 |
| | 421-4020-536.31-03 | 9,280 | R/O PO #76475 Vortex RES# 2020-245 | 625 |
| | 421-4020-536.46-00 | 3,396 | R/O PO #76934 Blind Spot RES# 2020-245 | 625 |
| | 421-4020-536.46-02 | (49,000) | SPECTRUM NETWORK SERVICE RES# 2020-219 | 595 |
| | 421-4020-536.41-00 | 49,000 | | |
| 12/08/20 | 421-4020-536.56-15 | 23,400 | FINISH FIBER RING INSTALL | 870 |
| | 421-4020-536.64-00 | 23,890 | PURCHASE LAWNMOWERS | 870 |
| | 421-4020-536.46-02 | (47,290) | PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL | 870 |
| 03/09/21 | 421-4020-536.46-00 | (31,615) | ADD FNDS DYAL FILTER #2 RES# 2021-015 | 2022 |
| 04/13/21 | 421-4020-536.46-00 | (60,000) | DYAL WTP / AMMONIUM SULFA RES# 21-188 | 2523 |
| | 421-4020-536.52-09 | (27,333) | | |
| | 421-4020-536.52-09 | 87,333 | | |
| | 421-4020-536.43-00 | (90,000) | DYAL WTP OPER EXPENSES RES# 21-262 | 2522 |
| | 421-4020-536.46-00 | (49,000) | | |
| | 421-4020-536.52-00 | 1,026 | | |
| | 421-4020-536.52-00 | 5,820 | | |
| | 421-4020-536.52-00 | 7,495 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 04/13/21 | 421-4020-536.52-00 | 12,611 | DYAL WTP OPER EXPENSES RES# 21-262 | 2522 |
| | 421-4020-536.52-00 | 14,000 | | |
| | 421-4020-536.52-00 | 98,048 | | |
| 04/27/21 | 421-4020-536.46-00 | (147,590) | SULFUREATORS ROOF / WALLS RES # 2021-036 | 2710 |
| | 421-4020-536.46-00 | (70,155) | | |
| | 421-4020-536.46-00 | (160,000) | SULFUREATORS ROOF / WALLS RES# 2021-037 | 2710 |
| | 421-4020-536.46-00 | (2,842) | | |
| 05/18/21 | 421-4020-536.34-00 | (20,000) | EMPIRE CONSULTING FY21 | 3011 |
| | 421-4020-536.56-15 | 20,000 | | |
| 06/08/21 | 421-4020-536.46-00 | (49,000) | AMMONIUM SULFATE FOR FY21 | 3314 |
| | 421-4020-536.52-00 | 4,000 | | |
| | 421-4020-536.52-00 | 45,000 | | |
| | 421-4020-536.43-00 | (9,118) | NEW BLOWER / DYAL PLANT | 3314 |
| | 421-4020-536.64-00 | 9,118 | | |
| 07/13/21 | 421-4020-536.31-03 | 65,000 | INC SCADA UPGR BUDGET RES# 2021-056 | 3809 |
| 07/27/21 | 421-4020-536.43-00 | (34,155) | ADD CEMENT MORTAR & LINER RES# 2021-064 | 3986 |
| | 421-4020-536.46-02 | (25,344) | CST ASSOC W/ NEW A/C UNIT RES# 2021-066 | 3991 |
| | 421-4020-536.64-00 | 25,344 | | |
| 08/12/21 | 421-4020-536.64-00 | (25,344) | ADD PROJ# TO BAF 21-091-T | 4228 |
| | 421-4020-536.64-00 | 25,344 | | |
| | 421-4020-536.54-00 | 33 | AWA LARGE STUDY | 4228 |
| | 421-4020-536.55-00 | (10,000) | INCREASE IN FUEL COSTS | 4228 |
| | 421-4020-536.52-30 | 10,000 | | |
| | 421-4020-536.55-00 | (10,000) | MATERIAL TO FILL POTHOLES | 4228 |
| | 421-4020-536.53-00 | 10,000 | | |
| | 421-4020-536.12-00 | (6,746) | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| | 421-4020-536.12-12 | 6,713 | | |
| 09/20/21 | 421-4020-536.52-09 | (50,000) | PAY FOR EXTRA LIME FY21 | 4760 |
| | 421-4020-536.52-09 | (20,000) | | |
| | 421-4020-536.52-09 | (16,500) | | |
| | 421-4020-536.52-09 | (13,500) | | |
| | 421-4020-536.52-09 | 100,000 | | |
| 09/24/21 | 421-4020-536.34-00 | (15,000) | CLUB CAR CADET | 4839 |
| | 421-4020-536.64-00 | 15,000 | | |
| 34 Budget Amendments/Transfers | | | Division 4020 Total | $64,883 |
| **4025 - WATER FIELD OPERATIONS** | | | | |
| 11/10/20 | 421-4025-536.24-00 | 500 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 421-4025-536.21-00 | 1,064 | | |
| | 421-4025-536.12-12 | 13,905 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 11/16/20 | 421-4025-536.64-00 | (354,440) | ASSIGN AD BUDG PROJ #S | 405 |
| | 421-4025-536.64-00 | 11,050 | | |
| | 421-4025-536.64-00 | 123,858 | | |
| | 421-4025-536.64-00 | 219,532 | | |
| 11/17/20 | 421-4025-536.46-00 | 133,948 | R/O PO #75930 Goodson RES# 2020-245 | 625 |
| | 421-4025-536.46-00 | 721 | R/O PO #76406 Mead & Hunt RES# 2020-245 | 625 |
| | 421-4025-536.46-00 | 56,743 | R/O PO #76628 DP Develop RES# 2020-245 | 625 |
| | 421-4025-536.46-00 | 4,507 | R/O PO #76777 Mead & Hunt RES# 2020-245 | 625 |
| | 421-4025-536.46-00 | 3,900 | R/O PO #76959 Dial Plbg RES# 2020-245 | 625 |
| | 421-4025-536.56-15 | 19,038 | R/O PO #76964 Morse Comm RES# 2020-245 | 625 |
| | 421-4025-536.55-00 | 5,480 | R/O PO #76987 FW&PCOA RES# 2020-245 | 625 |
| 02/23/21 | 421-4025-536.46-00 | 223,661 | RICHLAND VALVE/TAP RES# 2021-010 | 1846 |
| 04/08/21 | 421-4025-536.12-00 | (152) | ACCRUAL PAYOUTS | 2448 |
| | 421-4025-536.12-12 | 152 | | |
| 08/12/21 | 421-4025-536.49-00 | 1,331 | OVERSPENT ACCOUNTS | 4228 |
| | 421-4025-536.12-00 | (8,048) | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| | 421-4025-536.12-12 | 6,717 | | |
| 09/24/21 | 421-4025-536.46-02 | (4,524) | ARCHITECTS / ASSESSMENT | 4839 |
| | 421-4025-536.31-03 | 4,524 | | |
| | 421-4025-536.64-00 | (15,000) | FND WFO THROUGH FY21 | 4839 |
| | 421-4025-536.52-00 | 15,000 | | |
| 15 | Budget Amendments/Transfers | | Division 4025 Total $463,467 | |
| **4055 - ENGINEERING** | | | | |
| 11/10/20 | 421-4055-536.24-00 | 59 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 421-4055-536.22-00 | 81 | | |
| | 421-4055-536.21-00 | 418 | | |
| | 421-4055-536.12-12 | 5,454 | | |
| 11/16/20 | 421-4055-536.63-00 | (144,141) | ASSIGN AD BUDG PROJ #S | 405 |
| | 421-4055-536.63-00 | 43,808 | | |
| | 421-4055-536.63-00 | 100,333 | | |
| 11/17/20 | 421-4055-536.31-03 | 12,978 | R/O PO # 75740 Bussen May RES# 2020-245 | 625 |
| | 421-4055-536.63-00 | 27,271 | R/O PO # 76691 Carollo RES# 2020-245 | 625 |
| | 421-4055-536.63-00 | 167,104 | R/O PO # 76901 Carollo RES# 2020-245 | 625 |
| | 421-4055-536.63-00 | 143,094 | R/O PO # 76986 Jacobs RES# 2020-245 | 625 |
| | 421-4055-536.63-00 | 3,182 | R/O PO #71688 Mead & Hunt RES# 2020-245 | 625 |
| | 421-4055-536.63-00 | 1,005 | R/O PO #71946 Bussen May RES# 2020-245 | 625 |
| | 421-4055-536.63-00 | 27,029 | R/O PO #74901 Mead & Hunt RES# 2020-245 | 625 |
| | 421-4055-536.31-03 | 9,120 | R/O PO #75744 Bussen May RES# 2020-245 | 625 |
| | 421-4055-536.63-00 | 420,315 | R/O POn #71924 Brandes RES# 2020-245 | 625 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 12/08/20 | 421-4055-536.63-00 | 83,490 | CAPE CAN WM REPL RES# 2020-249 | 904 |
| | 421-4055-536.63-00 | 123,061 | FORCE MAIN REPAIRS RES# 2020-249 | 904 |
| | 421-4055-536.63-00 | 210,572 | IND PK PUMP STN RES# 2020-249 | 904 |
| | 421-4055-536.63-00 | 256,410 | RELOC TWO FORCE MAINS RES# 2020-251 | 905 |
| 01/12/21 | 421-4055-536.63-00 | 200,000 | ADD FNDS PROJ WS20GT RES# 2021-003 | 1279 |
| 02/09/21 | 421-4055-536.63-00 | 101,900 | TO 2021-21 / COCOA GROVE RES# 2021-008 | 1655 |
| 03/09/21 | 421-4055-536.46-00 | 7,647 | JUMPER METER / ENG INSPEC | 2023 |
| 04/08/21 | 421-4055-536.12-00 | (1,095) | ACCRUAL PAYOUTS | 2448 |
| | 421-4055-536.12-12 | 1,095 | | |
| | 421-4055-536.49-00 | (368) | PURCHASE CHROMEBOOK | 2448 |
| | 421-4055-536.52-00 | 368 | | |
| 04/27/21 | 421-4055-536.31-03 | 178,052 | MOV BDGT FOR PO 77279 RES# 2021-039 | 2711 |
| | 421-4055-536.63-00 | (27,029) | WS16MM MOVED TO 424 FND RES# 2021-039 | 2711 |
| 07/27/21 | 421-4055-536.63-00 | 1,003,054 | INC PINEDA PROJ BUDG RES# 2021-070 | 3988 |
| 08/12/21 | 421-4055-536.46-00 | 254 | OVERSPENT ACCOUNTS | 4228 |
| | 421-4055-536.52-00 | 407 | | |
| | 421-4055-536.12-00 | (2,557) | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| | 421-4055-536.12-12 | 1,896 | | |
| 09/24/21 | 421-4055-536.12-00 | (18,583) | FND UNEMPLOYMENT / COVID | 4839 |
| | 421-4055-536.63-00 | (40,686) | XFER FNDS TO WS21VP | 4839 |
| | 421-4055-536.63-00 | 40,686 | | |
| 27 | Budget Amendments/Transfers | | Division 4055 Total | $2,935,684 |
| **4120 - WATER RECLAMATION** | | | | |
| 11/10/20 | 421-4120-536.22-00 | 109 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 421-4120-536.24-00 | 330 | | |
| | 421-4120-536.21-00 | 924 | | |
| | 421-4120-536.12-12 | 12,075 | | |
| 11/16/20 | 421-4120-536.64-00 | (77,341) | ASSIGN AD BUDG PROJ #S | 405 |
| | 421-4120-536.64-15 | (10,000) | | |
| | 421-4120-536.64-15 | 10,000 | | |
| | 421-4120-536.64-00 | 37,280 | | |
| | 421-4120-536.64-00 | 40,061 | | |
| 12/22/20 | 421-4120-536.52-00 | (368) | CORR NEG BAL W/S ACCTS | 1067 |
| | 421-4120-536.41-00 | 368 | | |
| 01/26/21 | 421-4120-536.52-00 | (2,600) | COVER DEP FINE | 1543 |
| | 421-4120-536.49-00 | 2,600 | | |
| | 421-4120-536.64-00 | (5,540) | REBDGT / NOT CAPITAL | 1543 |
| | 421-4120-536.52-00 | 5,540 | | |
| 03/09/21 | 421-4120-536.52-00 | (6,000) | ANNUAL FL DEP RENEWAL | 2023 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 03/09/21 | 421-4120-536.49-00 | 6,000 | ANNUAL FL DEP RENEWAL | 2023 |
| | 421-4120-536.52-00 | (300) | CLASSIFIED ADS | 2023 |
| | 421-4120-536.49-00 | 300 | | |
| 04/08/21 | 421-4120-536.12-00 | (1,081) | CARROLO ENG / PO 77296 | 2448 |
| | 421-4120-536.31-03 | 1,081 | | |
| | 421-4120-536.46-02 | (5,771) | DEP ANNUAL SERVICE FEE | 2448 |
| | 421-4120-536.49-00 | 5,771 | | |
| 04/27/21 | 421-4120-536.63-00 | 45,243 | BRANDES DESIGN PO 071959 RES# 2021-039 | 2711 |
| | 421-4120-536.46-00 | (149,643) | CORR GL ACCT PO 77296 RES# 2021-039 | 2711 |
| | 421-4120-536.56-15 | 600 | | |
| | 421-4120-536.31-03 | 149,043 | | |
| 05/18/21 | 421-4120-536.52-00 | (2,700) | BUY 4 FLYGT-2085 PUMPS | 3011 |
| | 421-4120-536.64-00 | 2,700 | | |
| 06/08/21 | 421-4120-536.46-00 | (2,500) | BUILDING MAINTENANCE | 3314 |
| | 421-4120-536.46-02 | 2,500 | | |
| 07/27/21 | 421-4120-536.52-09 | (15,000) | CLARIFIER ARM REPAIR RES# 2021-061 | 3990 |
| | 421-4120-536.55-00 | (12,000) | | |
| | 421-4120-536.64-15 | (10,000) | | |
| | 421-4120-536.44-00 | (4,000) | | |
| | 421-4120-536.46-00 | 41,000 | | |
| | 421-4120-536.63-00 | 2,836,252 | PROV BUDG FOR PINEDA RES# 2021-069 | 3989 |
| 08/12/21 | 421-4120-536.12-12 | 14,221 | UNBDGTD ACCRUAL PAYOUTS | 4228 |
| 16 Budget Amendments/Transfers | | | Division 4120 Total | $2,909,154 |
| **4125 - SEWER FIELD OPERATIONS** | | | | |
| 10/13/20 | 421-4125-536.46-00 | (52,859) | TO 2021-17 / CAROLLO ENG RES # 20-210 | 126 |
| | 421-4125-536.31-03 | 52,859 | | |
| 11/10/20 | 421-4125-536.24-00 | 231 | COVID 19 PAYOUTS RES# 2020-235 | 558 |
| | 421-4125-536.21-00 | 487 | | |
| | 421-4125-536.12-12 | 6,362 | | |
| 11/16/20 | 421-4125-536.64-15 | (130,000) | ASSIGN AD BUDG PROJ #S | 405 |
| | 421-4125-536.64-15 | 130,000 | | |
| 11/17/20 | 421-4125-536.46-00 | 3,060 | R/O PO # 76711 EJ USA RES# 2020-245 | 625 |
| | 421-4125-536.46-00 | 7,430 | R/O PO # 76954 Barneys RES# 2020-245 | 625 |
| | 421-4125-536.46-00 | 3,300 | R/O PO # 76955 Graybar RES# 2020-245 | 625 |
| | 421-4125-536.64-00 | 149,980 | R/O PO #76667 Mid Fl Dies RES# 2020-245 | 625 |
| 04/08/21 | 421-4125-536.12-00 | (311) | ACCRUAL PAYOUTS | 2448 |
| | 421-4125-536.12-12 | 311 | | |
| 08/12/21 | 421-4125-536.52-30 | 1,528 | INCREASE IN FUEL COSTS | 4228 |
| | 421-4125-536.12-00 | (14,221) | UNBDGTD ACCRUAL PAYOUTS | 4228 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 08/12/21 | 421-4125-536.12-12 | 2,469 | UNBDGTD ACCRUAL PAYOUTS | | 4228 |
| | 421-4125-536.12-00 | (25,523) | UNBDGTD ACCRUAL PAYOUTS OVERTIME & FUEL COSTS | | 4228 |
| | 421-4125-536.14-00 | 21,526 | UNBDGTD OVERTIME PAY | | 4228 |
| 09/24/21 | 421-4125-536.46-03 | (11,000) | COVER FUEL COSTS FY21 | | 4839 |
| | 421-4125-536.52-30 | 11,000 | | | |
| | 421-4125-536.46-00 | (3,100) | ELECTRIC THROUGH FY21 | | 4839 |
| | 421-4125-536.53-00 | (3,000) | | | |
| | 421-4125-536.44-00 | (1,000) | | | |
| | 421-4125-536.40-00 | (900) | | | |
| | 421-4125-536.51-00 | (400) | | | |
| | 421-4125-536.54-00 | (400) | | | |
| | 421-4125-536.43-00 | 8,800 | | | |
| 14 | Budget Amendments/Transfers | | Division 4125 Total | $156,629 | |
| 144 | Total Budget Amendments/Transfers | | **WATER/SEWER FUND** | **$7,393,542** | |
| **3570 - STORMWATER UTILITY** | | | | | |
| 10/27/20 | 423-3570-538.31-33 | (1,901) | BENTEK BROKER CONSULT FEE | | 281 |
| | 423-3570-538.31-00 | 1,901 | | | |
| | 423-3570-538.39-00 | (28,736) | Wilson Ave SW pipe | | 302 |
| | 423-3570-538.63-00 | 28,736 | | | |
| 11/10/20 | 423-3570-538.63-00 | (35,550) | CORR ACCT - DRAINAGE PROJ RES# 2020-238 | | 540 |
| | 423-3570-538.64-00 | 35,550 | | | |
| | 423-3570-538.39-00 | (2,754) | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| | 423-3570-538.22-00 | 38 | | | |
| | 423-3570-538.21-00 | 177 | | | |
| | 423-3570-538.24-00 | 235 | | | |
| | 423-3570-538.12-12 | 2,304 | | | |
| 11/16/20 | 423-3570-538.63-00 | (480,000) | ASSIGN AD BUDG PROJ #S | | 405 |
| | 423-3570-538.31-33 | (6,946) | | | |
| | 423-3570-538.52-33 | (3,528) | | | |
| | 423-3570-538.52-33 | 3,528 | | | |
| | 423-3570-538.31-33 | 6,946 | | | |
| | 423-3570-538.63-00 | 45,000 | | | |
| | 423-3570-538.63-00 | 45,000 | | | |
| | 423-3570-538.63-00 | 50,000 | | | |
| | 423-3570-538.63-00 | 50,000 | | | |
| | 423-3570-538.63-00 | 100,000 | | | |
| | 423-3570-538.63-00 | 190,000 | | | |
| 11/17/20 | 423-3570-538.46-00 | 92,576 | R/O PO # 76547 C&D Const RES# 2020-245 | | 625 |
| | 423-3570-538.64-00 | (972) | R/O PO #76209 Mead & Hunt RES# 2020-245 | | 625 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 11/17/20 | 423-3570-538.63-00 | 1,213 | R/O PO #76209 Mead & Hunt RESO #2020-245 | 625 |
| | 423-3570-538.63-00 | 45,460 | R/O PO #76945 Infr Sol RES# 2020-245 | 625 |
| 12/08/20 | 423-3570-538.63-00 | (972) | CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS | 870 |
| | 423-3570-538.64-00 | 972 | | |
| 12/11/20 | 423-3570-538.34-10 | (27,979) | CORR ACCT # TX COLL FEE FEES | 933 |
| | 423-3570-538.34-00 | 27,979 | | |
| 02/23/21 | 423-3570-538.39-00 | (7,647) | FLOATING WETLAND PROJECT RES# 2021-012 | 1845 |
| | 423-3570-538.63-00 | 7,647 | | |
| 03/17/21 | 423-3570-538.31-00 | (2,500) | SAMSARA VEHICLE GPS SVC | 2114 |
| | 423-3570-538.56-15 | 2,500 | | |
| 04/08/21 | 423-3570-538.12-00 | (100) | MID YEAR PAYROLL ADJ | 2448 |
| | 423-3570-538.12-12 | 100 | | |
| | 423-3570-538.63-00 | (45,000) | PROJECT TXFR STORMWATER | 2448 |
| | 423-3570-538.63-00 | (10,890) | | |
| | 423-3570-538.63-00 | 14,020 | | |
| | 423-3570-538.63-00 | 41,870 | | |
| 05/18/21 | 423-3570-538.63-00 | (30,000) | FUND MAINT FOR DIV EQUIP | 3011 |
| | 423-3570-538.46-00 | 30,000 | | |
| 07/27/21 | 423-3570-538.39-00 | (34,371) | REMOVE/REPLACE FUEL TANKS RES# 2021-062 | 3992 |
| | 423-3570-538.63-00 | 34,371 | | |
| 08/12/21 | 423-3570-538.12-00 | (8,794) | FUND ACCOUNTS TO YE | 4228 |
| | 423-3570-538.63-00 | (10,000) | INCREASE IN FUEL COSTS | 4228 |
| | 423-3570-538.52-30 | 6,840 | | |
| | 423-3570-538.52-30 | 10,000 | | |
| | 423-3570-538.45-00 | 1,676 | JUNE AUTO INSURANCE | 4228 |
| | 423-3570-538.20-00 | 120 | NEW EMP SHOE - AULABAUGH | 4228 |
| | 423-3570-538.63-00 | (17,500) | RENTAL OF A VAC-CON | 4228 |
| | 423-3570-538.44-00 | 17,500 | | |
| | 423-3570-538.63-00 | (33,502) | ROADWAY ELEVATION PROJ | 4228 |
| | 423-3570-538.63-00 | 33,502 | | |
| | 423-3570-538.14-00 | 158 | UNBDGTD OVERTIME PAY | 4228 |
| 09/24/21 | 423-3570-538.52-00 | (5,579) | BROADMOOR ACRES PIPE | 4839 |
| | 423-3570-538.46-00 | 5,579 | | |
| | 423-3570-538.63-00 | (27,436) | REPAIRS ON VAC TRUCK | 4839 |
| | 423-3570-538.31-00 | (20,769) | | |
| | 423-3570-538.64-00 | 20,769 | | |
| | 423-3570-538.64-00 | 27,436 | | |
| 26 Budget Amendments/Transfers | | | Division 3570 Total | $138,277 |
| 26 Total Budget Amendments/Transfers | | | **STORMWATER UTILITY** | **$138,277** |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **4020 - DYAL PLANT** | | | | | |
| 11/16/20 | 424-4020-536.63-00 | (1,600,000) | ASSIGN AD BUDG PROJ #S | | 405 |
| | 424-4020-536.64-15 | (250,000) | | | |
| | 424-4020-536.64-00 | (200,000) | | | |
| | 424-4020-536.64-00 | 200,000 | | | |
| | 424-4020-536.63-00 | 250,000 | | | |
| | 424-4020-536.63-00 | 250,000 | | | |
| | 424-4020-536.64-15 | 250,000 | | | |
| | 424-4020-536.63-00 | 500,000 | | | |
| | 424-4020-536.63-00 | 600,000 | | | |
| 01/26/21 | 424-4020-536.64-15 | (12,856) | CORR PROJ # PO 77373 | | 1543 |
| | 424-4020-536.64-15 | 12,856 | | | |
| 03/09/21 | 424-4020-536.63-00 | (250,000) | ADD FNDS DYAL FILTER #2 RES# 2021-015 | | 2022 |
| | 424-4020-536.63-00 | 31,615 | | | |
| | 424-4020-536.63-00 | 250,000 | | | |
| 04/27/21 | 424-4020-536.63-00 | 217,745 | SULFUREATORS ROOF / WALLS RES # 2021-036 | | 2710 |
| | 424-4020-536.63-00 | 162,842 | SULFUREATORS ROOF / WALLS RES# 2021-037 | | 2710 |
| 07/13/21 | 424-4020-536.64-15 | 65,000 | INC SCADA UPGR BUDGET RES# 2021-056 | | 3809 |
| 07/27/21 | 424-4020-536.63-00 | 34,155 | ADD CEMENT MORTAR & LINER RES# 2021-064 | | 3986 |
| 08/24/21 | 424-4020-536.63-00 | (68,000) | DYAL WELL FIELD MAINT RES# 2021-076 | | 4393 |
| | 424-4020-536.63-00 | 68,000 | | | |
| | 424-4020-536.63-00 | (500,000) | RECOAT OZONE CONTACT UNIT RES# 2021-078 | | 4389 |
| | 424-4020-536.63-00 | (487,074) | | | |
| | 424-4020-536.64-00 | (200,000) | | | |
| | 424-4020-536.63-00 | 1,187,074 | | | |
| 9 | Budget Amendments/Transfers | | Division 4020 Total | $511,357 | |
| **4025 - WATER FIELD OPERATIONS** | | | | | |
| 04/13/21 | 424-4025-536.63-00 | 102,707 | INTERLOCAL / COCOA BEACH RES# 21-258 | | 2525 |
| 1 | Budget Amendments/Transfers | | Division 4025 Total | $102,707 | |
| **4055 - ENGINEERING** | | | | | |
| 11/16/20 | 424-4055-536.63-00 | (7,144,879) | ASSIGN AD BUDG PROJ #S | | 405 |
| | 424-4055-536.63-06 | (1,090,000) | | | |
| | 424-4055-536.63-00 | 50,000 | | | |
| | 424-4055-536.63-00 | 120,000 | | | |
| | 424-4055-536.63-00 | 300,000 | | | |
| | 424-4055-536.63-00 | 860,879 | | | |
| | 424-4055-536.63-00 | 964,000 | | | |
| | 424-4055-536.63-00 | 1,000,000 | | | |
| | 424-4055-536.63-06 | 1,090,000 | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 11/16/20 | 424-4055-536.63-00 | 1,350,000 | ASSIGN AD BUDG PROJ #S | | 405 |
| | 424-4055-536.63-00 | 2,500,000 | | | |
| 01/12/21 | 424-4055-536.63-00 | 14,800 | B MAYER TO / Area J&K GS SEWERS - RES #2021-002 | | 1278 |
| | 424-4055-536.63-00 | 76,970 | | | |
| 04/13/21 | 424-4055-536.63-00 | (102,707) | INTERLOCAL / COCOA BEACH RES# 21-258 | | 2525 |
| 04/27/21 | 424-4055-536.63-00 | (178,052) | MOV BDGT FOR PO 77279 RES# 2021-039 | | 2711 |
| | 424-4055-536.63-00 | 27,029 | WS16MM MOVED TO 424 FND RES# 2021-039 | | 2711 |
| 5 | Budget Amendments/Transfers | | Division 4055 Total | ($161,960) | |
| **4120 - WATER RECLAMATION** | | | | | |
| 11/16/20 | 424-4120-536.63-00 | (525,000) | ASSIGN AD BUDG PROJ #S | | 405 |
| | 424-4120-536.63-00 | 525,000 | | | |
| 1 | Budget Amendments/Transfers | | Division 4120 Total | $0 | |
| **4125 - SEWER FIELD OPERATIONS** | | | | | |
| 11/16/20 | 424-4125-536.63-00 | (675,000) | ASSIGN AD BUDG PROJ #S | | 405 |
| | 424-4125-536.63-00 | 275,000 | | | |
| | 424-4125-536.63-00 | 400,000 | | | |
| 04/27/21 | 424-4125-536.63-00 | (65,405) | INSITUFORM CHANGE ORDER RES# 2021-035 | | 2714 |
| | 424-4125-536.63-00 | 65,405 | | | |
| 2 | Budget Amendments/Transfers | | Division 4125 Total | $0 | |
| 18 | Total Budget Amendments/Transfers | | **RENEWAL & REPLACE FUND** | **$452,104** | |
| **4700 - DEBT SERVICE** | | | | | |
| 12/22/20 | 425-4700-517.72-12 | (1,696,550) | CORR ACCT # FY21 INT BUDG | | 1066 |
| | 425-4700-517.72-13 | (965,200) | | | |
| | 425-4700-517.72-11 | (746,147) | | | |
| | 425-4700-517.72-14 | (375,314) | | | |
| | 425-4700-517.72-09 | (280,225) | | | |
| | 425-4700-591.72-09 | 280,225 | | | |
| | 425-4700-591.72-14 | 375,314 | | | |
| | 425-4700-591.72-11 | 746,147 | | | |
| | 425-4700-591.72-13 | 965,200 | | | |
| | 425-4700-591.72-12 | 1,696,550 | | | |
| 05/25/21 | 425-4700-517.71-14 | (1,751,170) | RECL SRF DS BUDG- S2020 RES# 2021-049 | | 3156 |
| | 425-4700-591.72-14 | (330,814) | | | |
| | 425-4700-581.91-21 | 7,252 | | | |
| | 425-4700-591.72-15 | 133,732 | | | |
| | 425-4700-517.71-15 | 1,941,000 | | | |
| 2 | Budget Amendments/Transfers | | Division 4700 Total | $0 | |
| 2 | Total Budget Amendments/Transfers | | **W/S RESTRICTED ASSETS** | **$0** | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **4010 - WATER ADMINISTRATION** | | | | | |
| 12/08/20 | 426-4010-536.31-00 | 1,800 | INVESTMT FEES RES# 2020-249 | | 904 |
| 05/11/21 | 426-4010-581.91-21 | 276,677 | FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042 | | 2927 |
| 2 | Budget Amendments/Transfers | | Division 4010 Total | $278,477 | |
| **4055 - ENGINEERING** | | | | | |
| 11/17/20 | 426-4055-536.63-00 | 238,436 | R/O PO # 74898 CH2M Hill RES# 2020-245 | | 625 |
| | 426-4055-536.62-00 | 5,998,561 | R/O PO # 76454 Wh Smith RES# 2020-245 | | 625 |
| | 426-4055-536.63-00 | 1,941,791 | R/O PO #76379 CH2M Hill RES# 2020-245 | | 625 |
| | 426-4055-536.63-00 | 8,400,780 | R/O PO #76454 Wh Smith RES# 2020-245 | | 625 |
| | 426-4055-536.63-00 | 392,307 | R/O PO# 76378 CH2M Hill RES# 2020-245 | | 625 |
| | 426-4055-536.63-00 | 248,830 | R/O PO# 76789 Stewarts El RES# 2020-245 | | 625 |
| | 426-4055-536.64-00 | 1,705,105 | R/O PO#76454 Wh Smith RES# 2020-245 | | 625 |
| 12/08/20 | 426-4055-536.63-00 | 1,800,673 | CCRIP/BOND INT RES# 2020-249 | | 904 |
| | 426-4055-536.63-00 | 9,546,142 | PINEDA SUB AQ PIPE RES# 2020-249 | | 904 |
| 01/15/21 | 426-4055-536.63-00 | (815,628) | CORR PROJ # FOR CCRIP SECURITY PROJ | | 1305 |
| | 426-4055-536.63-00 | 815,628 | | | |
| 05/11/21 | 426-4055-536.63-00 | 383,972 | ALLOC FY20 INT EARNED W/S REV BOND / RES 21-042 | | 2927 |
| | 426-4055-536.64-00 | (225,748) | PO 76454 CCRIP CO #1 RES# 2021-042 | | 2927 |
| | 426-4055-536.62-00 | 18,218 | | | |
| | 426-4055-536.63-00 | 207,530 | | | |
| | 426-4055-536.63-00 | (57,617) | REALLOC W/S REV BOND FOR INTEREST PD / RES# 21-042 | | 2927 |
| | 426-4055-536.63-00 | 572 | REALLOCATE UNPSENT FY20 MGMT FEES / RES# 2021-042 | | 2927 |
| 07/27/21 | 426-4055-536.63-00 | 165,491 | PROV BUDG FOR PINEDA RES# 2021-069 | | 3989 |
| | 426-4055-536.63-00 | 2,670,762 | | | |
| 15 | Budget Amendments/Transfers | | Division 4055 Total | $33,435,805 | |
| **4120 - WATER RECLAMATION** | | | | | |
| 11/17/20 | 426-4120-536.63-00 | 6,434 | R/O PO # 74875 Carollo RES# 2020-245 | | 625 |
| 12/08/20 | 426-4120-536.63-00 | 2,670,762 | SELLERS FLOW IMPR RES# 2020-249 | | 904 |
| 07/27/21 | 426-4120-536.63-00 | (2,670,762) | PROV BUDG FOR PINEDA RES# 2021-069 | | 3989 |
| | 426-4120-536.63-00 | (165,491) | | | |
| 3 | Budget Amendments/Transfers | | Division 4120 Total | ($159,057) | |
| 20 | Total Budget Amendments/Transfers | | **WS CPTL PROJ 2018B** | **$33,555,225** | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|

**537 Transfers & Amendments between 10/1/2020 and 9/30/2021**

| | |
|---|---|
| **FY 2021 TOTAL TRANSFERS & AMENDMENTS** | **53,601,392** |

*NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.*

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocockc

# FY 2021 BUDGET TRACKING WORKSHEET

## REVENUE TRANSFER/AMENDMENT DETAIL
## AS OF: 9/30/2021

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 10/13/20 | 001-0000-369.96-00 | 3,870 | INS PROCEEDS PD VEHICLE K-9 CAGE PORTION | 125 |
| | 001-0000-331.20-19 | 16,617 | JAG GRANT CAMERAS RES # 20-213 | 124 |
| 10/14/20 | 001-0000-381.91-10 | (91,628) | CORR CCRA LOAN C FY20 BUDG INCORR | 127 |
| 10/27/20 | 001-0000-366.10-15 | 33,180 | Firehouse Sub Grant Hydraulic Equipment | 303 |
| 11/05/20 | 001-0000-331.20-15 | (126,896) | ASSIGN AD BUDG PROJ #S | 405 |
| | 001-0000-389.99-50 | (105,000) | | |
| | 001-0000-331.20-16 | (10,000) | | |
| | 001-0000-331.20-16 | 10,000 | | |
| | 001-0000-389.99-50 | 35,000 | | |
| | 001-0000-389.99-50 | 70,000 | | |
| | 001-0000-331.20-15 | 126,896 | | |
| 11/10/20 | 001-0000-337.40-02 | 50,000 | AURORA ST SIDEWALK PROJ RES# 2020-236 | 555 |
| | 001-0000-381.91-10 | 25,000 | FIND - BOAT RAMP REHAB RES# 2020-678 | 561 |
| | 001-0000-381.91-10 | 30,000 | FIND - LEE WENNER DREDGE RES# 2020-677 | 560 |
| | 001-0000-337.30-17 | 30,000 | FIND GRANT DREDGING RES# 2020-233 | 534 |
| | 001-0000-337.30-18 | 25,000 | FIND GRANT LWP RAMP RES# 2020-232 | 536 |
| | 001-0000-331.20-21 | 16,980 | FY21 BPV GRANT 0410 RES# 2020-228 | 547 |
| | 001-0000-331.20-15 | (32,273) | RED FY21 VOCA GR AWARD RES# 2020-230 | 551 |
| 11/17/20 | 001-0000-389.99-50 | 171,687 | FY21 PO ROLLOVER RES# 2020-245 | 625 |
| 12/08/20 | 001-0000-389.99-50 | (175,000) | BREV CO PMT JLS CONST RES# 2020-248 | 903 |
| | 001-0000-381.91-03 | 175,000 | | |
| | 001-0000-389.99-50 | 12,000 | CAFR CONVERSION SOFTWARE RES# 2020-249 | 904 |
| | 001-0000-389.99-50 | 62,050 | UTIL PAY KIOSK -CITY HALL RES# 2020-249 | 904 |
| 01/12/21 | 001-0000-389.99-50 | 53,574 | ADD FNDS FY20 PO ROLLOVER 76923 / RES# 2021-003 | 1279 |
| | 001-0000-389.99-50 | 226,447 | ADD FNDS FY20 PO ROLLOVER RES# 2021-003 | 1279 |
| | 001-0000-334.50-10 | 54,741 | CARES FUNDS #107-2020 RES# 2021-003 | 1279 |
| | 001-0000-389.99-50 | 35,000 | UNBUDG - PD FRONT GATE RES# 2021-003 | 1279 |
| 01/26/21 | 001-0000-389.99-50 | 85,000 | COCOA HS TRACK IMP DONATE RES# 21-005 | 1466 |
| 04/13/21 | 001-0000-389.99-50 | (4,402) | CORRECT BUDGET RES# 21-293 | 2526 |
| | 001-0000-389.99-50 | (3,349) | CORRECT BUDGET RES# 21-293 | 2526 |
| | 001-0000-331.39-11 | 3,349 | | |
| 04/27/21 | 001-0000-389.99-50 | 4,684 | 5 PD VEST / FY20 FNDS RES# 2021-039 | 2711 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 04/27/21 | 001-0000-389.99-50 | 46,912 | ACCRUAL PAYOUTS REG SAL RES# 2021-039 | | 2711 |
| | 001-0000-389.99-50 | (37,000) | CORR BAF 21-039-A RES# 2021-039 | | 2711 |
| | 001-0000-366.00-00 | 37,000 | | | |
| | 001-0000-337.60-01 | 100,474 | COVER BUDGT COSTS / COVID RES# 2021-039 | | 2711 |
| | 001-0000-366.00-00 | 60,000 | LEE WENNER MAINT / BRE CO RES# 2021-039 | | 2711 |
| | 001-0000-389.99-50 | 1 | TIF REVENUE ROUNDING ERR RES# 2021-039 | | 2711 |
| 05/21/21 | 001-0000-368.21-00 | (182,386) | RECL BUDGET TO CORR ACCT | | 3077 |
| | 001-0000-368.22-00 | (105,146) | | | |
| | 001-0000-335.29-22 | 105,146 | | | |
| | 001-0000-335.29-21 | 182,386 | | | |
| 06/08/21 | 001-0000-337.40-02 | 15,000 | ADD'L TIFT / AURORA ST RES# 21-362 | | 3313 |
| | 001-0000-389.99-50 | 600,000 | AFB / DIAMND SQ PAVING RES# 2021-043 | | 3312 |
| | 001-0000-389.99-50 | 750,000 | AFB /BLAKE SUBDIV HOUSING RES# 2021-043 | | 3312 |
| | 001-0000-389.99-50 | 559,000 | AFB PD BLDG REPAIRS RES# 2021-043 | | 3312 |
| 07/20/21 | 001-0000-389.99-50 | 292,153 | REMOVE/REPLACE FUEL TANKS RES# 2021-043 | | 3872 |
| 07/26/21 | 001-0000-389.99-50 | 957,500 | PARK IMP / FUND BALANCE RES# 2021-043 | | 3955 |
| | 001-0000-389.99-50 | 900,000 | | | 3956 |
| | 001-0000-389.99-50 | 475,000 | | | 3957 |
| 07/27/21 | 001-0000-331.39-12 | 2,050 | RMV EXCS BDGT FOREST GRNT RES# 2021-068 | | 3987 |
| 08/10/21 | 001-0000-389.99-50 | 245,908 | ACCRUAL PAY / OVERTIME FD RES# 2021-074 | | 4201 |
| 08/24/21 | 001-0000-366.10-10 | 6,000 | DONATION OF 2 PD CANINES RES# 2021-077 | | 4394 |
| 09/20/21 | 001-0000-334.70-09 | 25,000 | HIST PRES GRANT ACCEPT RES# 2021-085 | | 4758 |
| 42 Budget Amendments/Transfers | | | Division 0000 Total | $5,842,525 | |
| 42 Total Budget Amendments/Transfers | | | **GENERAL FUND** | **$5,842,525** | |
| 11/17/20 | 103-0000-389.99-50 | 90,795 | FY21 PO ROLLOVER RES# 2020-245 | | 625 |
| 12/08/20 | 103-0000-338.10-04 | 175,000 | BREV CO PMT JLS CONST RES# 2020-248 | | 903 |
| 03/23/21 | 103-0000-389.99-50 | (82,137) | ADMIN COST CARES GRANT RES# 2021-023 | | 2216 |
| | 103-0000-331.54-00 | 20,672 | | | |
| | 103-0000-331.54-09 | 82,137 | REBUDGET FY20 OPEN POS RES# 2021-023/BA21033a | | 2216 |
| 07/13/21 | 103-0000-389.99-50 | 37,000 | INC BUDG - ADDL LOAN PMT RES# 2021-063 | | 3810 |
| 09/14/21 | 103-0000-331.54-09 | 133,363 | CARES CV / B-20-MW-12-003 RES# 2021-084 | | 4757 |
| | 103-0000-331.54-10 | 133,363 | | | 4875 |
| | 103-0000-331.54-09 | (133,363) | REVERSE GROUP 04757 WRONG ACCT #'S USED | | 4875 |
| 09/20/21 | 103-0000-331.54-00 | (20,672) | REALIZE REV CDBG CV3 GRNT | | 4759 |
| | 103-0000-331.54-09 | 20,672 | | | |
| 9 Budget Amendments/Transfers | | | Division 0000 Total | $456,830 | |
| 9 Total Budget Amendments/Transfers | | | **CDBG** | **$456,830** | |
| 11/17/20 | 104-0000-389.99-50 | 260,000 | FY21 PO ROLLOVER RES# 2020-245 | | 625 |
| 04/13/21 | 104-0000-389.99-10 | (21,926) | REDUCE HOME CARRY FORWARD RES# 21-265 | | 2524 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 04/13/21 | 104-0000-389.99-50 | (260,000) | REV BAF #210-033A PO ROLL RES# 21-265 | | 2524 |
| 3 Budget Amendments/Transfers | | | Division 0000 Total | ($21,926) | |
| 3 Total Budget Amendments/Transfers | | | **BREVARD COUNTY HOME** | **($21,926)** | |
| 11/17/20 | 105-0000-389.99-10 | 10,400 | FY21 PO ROLLOVER RES# 2020-245 | | 625 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | $10,400 | |
| 1 Total Budget Amendments/Transfers | | | **SHIP/COCOA HOUSING TRUST** | **$10,400** | |
| 11/10/20 | 107-0000-381.91-01 | 4,084 | COVID 19 PAYOUTS RES# 2020-235 | | 558 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | $4,084 | |
| 1 Total Budget Amendments/Transfers | | | **BUILDING PERMITS** | **$4,084** | |
| 07/13/21 | 108-0000-381.91-03 | 37,000 | INC BUDG - ADDL LOAN PMT RES# 2021-063 | | 3810 |
| 08/10/21 | 108-0000-381.91-03 | 61,197 | ADDTNL SECT 108 LOAN PMNT RES # 2021-073 | | 4201 |
| 2 Budget Amendments/Transfers | | | Division 0000 Total | $98,197 | |
| 2 Total Budget Amendments/Transfers | | | **SEC 108 LOAN GUARANTEE** | **$98,197** | |
| 11/17/20 | 110-0000-389.99-50 | 105,921 | FY21 PO ROLLOVER RES# 2020-245 | | 625 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | $105,921 | |
| 1 Total Budget Amendments/Transfers | | | **CRA COCOA RDA** | **$105,921** | |
| 11/17/20 | 112-0000-389.99-10 | 265 | FY21 PO ROLLOVER RES# 2020-245 | | 625 |
| 06/16/21 | 112-0000-389.99-50 | 5,000 | US1 CRA AUDIT COSTS | | 3498 |
| 2 Budget Amendments/Transfers | | | Division 0000 Total | $5,265 | |
| 2 Total Budget Amendments/Transfers | | | **CRA US1 CORRIDOR** | **$5,265** | |
| 07/20/21 | 130-0000-331.90-02 | 180,000 | ARPA / UTIL BILL PAY CTY RES# 2021-044 | | 3874 |
| 08/30/21 | 130-0000-331.90-02 | 5,310 | PORCHER HOUSE HVAC REPL RES# 2021-059 | | 4448 |
| 09/24/21 | 130-0000-331.90-02 | 1,546,925 | ARPA FUND YEAR 1 PROJECTS RES# 21-044 | | 4838 |
| 3 Budget Amendments/Transfers | | | Division 0000 Total | $1,732,235 | |
| 3 Total Budget Amendments/Transfers | | | **AMERICAN RESCUE PLAN FUND** | **$1,732,235** | |
| 04/27/21 | 141-0000-389.99-11 | 9,130 | BAF 20-086-T FOR PO ROLL RES# 2021-039 | | 2711 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | $9,130 | |
| 1 Total Budget Amendments/Transfers | | | **LAW ENFORCEMENT TRUST** | **$9,130** | |
| 12/08/20 | 303-0000-389.99-50 | 1,500,000 | FISKE BLVD COMPLETE ST PR RES# 2020-249 | | 904 |
| 06/01/21 | 303-0000-331.90-01 | 2,319,585 | FISKE BLVD GRANT PROC RES# 2021-050 | | 3243 |
| 2 Budget Amendments/Transfers | | | Division 0000 Total | $3,819,585 | |
| 2 Total Budget Amendments/Transfers | | | **FISKE BV CMPLT STRTSCAPE** | **$3,819,585** | |
| 11/17/20 | 421-0000-389.99-50 | 138,277 | FY21 PO ROLLOVER RES# 2020-245 | | 625 |
| | 421-0000-389.99-50 | 1,696,283 | | | |
| 12/08/20 | 421-0000-389.99-50 | 434,673 | UTIL PROJ - NOT YET BEGUN RES# 2020-249 | | 904 |
| 12/15/20 | 421-0000-389.99-50 | (138,277) | CORR ENTRY / INCORR FND BA-21-033-A | | 971 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 01/12/21 | 421-0000-389.99-50 | 200,000 | ADD FNDS PROJ WS20GT RES# 2021-003 | | 1279 |
| 04/27/21 | 421-0000-389.99-50 | 45,243 | BRANDES DESIGN PO 071959 RES# 2021-039 | | 2711 |
| | 421-0000-381.91-24 | 178,052 | MOV BDGT FOR PO 77279 RES# 2021-039 | | 2711 |
| 05/11/21 | 421-0000-389.99-50 | (276,677) | FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042 | | 2927 |
| | 421-0000-381.91-26 | 276,677 | | | |
| | 421-0000-389.99-50 | 927,731 | | | |
| 05/25/21 | 421-0000-381.91-25 | 7,252 | RECL SRF DS BUDG- S2020 RES# 2021-049 | | 3156 |
| 07/13/21 | 421-0000-381.91-24 | 65,000 | INC SCADA UPGR BUDGET RES# 2021-056 | | 3809 |
| 07/27/21 | 421-0000-389.99-50 | 1,003,054 | INC PINEDA PROJ BUDG RES# 2021-070 | | 3988 |
| | 421-0000-389.99-50 | 2,836,252 | PROV BUDG FOR PINEDA RES# 2021-069 | | 3989 |
| 11 | Budget Amendments/Transfers | | Division 0000 Total | $7,393,540 | |
| | 11 Total Budget Amendments/Transfers | | **WATER/SEWER FUND** | **$7,393,540** | |
| 12/15/20 | 423-0000-389.99-50 | 138,277 | CORR ENTRY / INCORR FND BA-21-033-A | | 971 |
| 1 | Budget Amendments/Transfers | | Division 0000 Total | $138,277 | |
| | 1 Total Budget Amendments/Transfers | | **STORMWATER UTILITY** | **$138,277** | |
| 01/12/21 | 424-0000-381.91-21 | 91,770 | B MAYER TO / Area J&K GS SEWERS - RES #2021-002 | | 1278 |
| 03/09/21 | 424-0000-381.91-21 | 31,615 | ADD FNDS DYAL FILTER #2 RES# 2021-015 | | 2022 |
| 04/27/21 | 424-0000-381.91-21 | (178,052) | MOV BDGT FOR PO 77279 RES# 2021-039 | | 2711 |
| | 424-0000-381.91-21 | 217,745 | SULFUREATORS ROOF / WALLS RES # 2021-036 | | 2710 |
| | 424-0000-381.91-21 | 162,842 | SULFUREATORS ROOF / WALLS RES# 2021-037 | | 2710 |
| | 424-0000-381.91-21 | 27,029 | WS16MM MOVED TO 424 FND RES# 2021-039 | | 2711 |
| 07/13/21 | 424-0000-381.91-21 | 65,000 | INC SCADA UPGR BUDGET RES# 2021-056 | | 3809 |
| 07/27/21 | 424-0000-381.91-21 | 34,155 | ADD CEMENT MORTAR & LINER RES# 2021-064 | | 3986 |
| 8 | Budget Amendments/Transfers | | Division 0000 Total | $452,104 | |
| | 8 Total Budget Amendments/Transfers | | **RENEWAL & REPLACE FUND** | **$452,104** | |
| 11/17/20 | 426-0000-389.99-50 | 18,932,244 | FY21 PO ROLLOVER RES# 2020-245 | | 625 |
| 12/08/20 | 426-0000-389.99-50 | 14,019,377 | BOND PROJ - NOT YET BEGUN RES# 2020-249 | | 904 |
| 05/11/21 | 426-0000-389.99-50 | (600,804) | CORR W/S REV BOND 2018B ALLOCATION RES# 2021-042 | | 2927 |
| | 426-0000-389.99-50 | 276,677 | FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042 | | 2927 |
| | 426-0000-381.91-21 | 927,731 | | | |
| 4 | Budget Amendments/Transfers | | Division 0000 Total | $33,555,225 | |
| | 4 Total Budget Amendments/Transfers | | **WS CPTL PROJ 2018B** | **$33,555,225** | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| **91** | **Transfers & Amendments between 10/1/2020 and 9/30/2021** | | | |
| | | | **FY 2021 TOTAL TRANSFERS & AMENDMENTS** | **53,601,392** |

*NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.*

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocockc

Page 5

Date: 10/12/2021

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-692

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-692 | **Type:** | Informational Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/12/2021 |
| **Subject:** | | | | **Final Action:** | |

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

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Budget By Classification Report -September 2021.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

# FY 2021 Budget by Classification Report - Summary Listing

9/30/2021

Target for September 2021 is 100%

## FUND 001 - GENERAL FUND

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| TAXES | $ 10,074,429 | | $ 10,303,441 | $ (229,012) | 102% |
| OTHER PERMITS AND FEES | $ 4,403,003 | | $ 4,250,071 | $ 152,932 | 97% |
| INTERGOVERNMENTAL | $ 2,721,698 | | $ 3,832,445 | $ (1,110,747) | 141% |
| CHARGES FOR SERVICES | $ 12,422,689 | | $ 12,686,279 | $ (263,590) | 102% |
| FINES AND FORFEITURES | $ 14,813 | | $ 17,359 | $ (2,546) | 117% |
| MISCELLANEOUS | $ 583,601 | | $ 812,102 | $ (228,501) | 139% |
| OTHER SOURCES (NON-REVENUE) | $ 16,973,325 | | $ 9,672,660 | $ 7,300,665 | 57% |
| **REVENUE TOTALS** | **$ 47,193,558** | | **$ 41,574,357** | **$ 5,619,201** | **88%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 25,186,256 | | $ 23,245,892 | $ 1,940,364 | 92% |
| OPERATING EXPENDITURES | $ 13,727,706 | $ 1,053,386 | $ 9,456,626 | $ 3,217,694 | 77% |
| CAPITAL OUTLAY | $ 5,069,459 | $ 1,098,255 | $ 1,417,228 | $ 2,553,976 | 50% |
| GRANTS, AIDS AND OTHER | $ 3,210,137 | $ - | $ 3,195,316 | $ 14,821 | 100% |
| **EXPENSE TOTALS** | **$ 47,193,558** | **$ 2,151,641** | **$ 37,315,062** | **$ 7,726,855** | **84%** |
| **REVENUE TOTALS** | **$ 47,193,558** | **$ -** | **$ 41,574,357** | **$ 5,619,201** | **88%** |
| **EXPENSE TOTALS** | **$ 47,193,558** | **$ 2,151,641** | **$ 37,315,062** | **$ 7,726,855** | **84%** |
| | **$ -** | **$ (2,151,641)** | **$ 4,259,295** | **$ (2,107,654)** | |

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 310 | TAXES | | | | | | | | |
| 311 | AD VALOREM | | | | | | | | |
| 10 00 | CURRENT TAXES | 0 | .00 | | 6,626,904 | 6,466,902.26 | 98 | 6,626,904 | 160,001.74 |
| 20 00 | DELINQUENT TAXES | 5,000 | 151.08- | 3 | 15,000 | 63,129.27 | 421 | 15,000 | 48,129.27- |
| 25 00 | PENALTIES RE: TAXES | 0 | .00 | | 5,000 | 19,972.18 | 399 | 5,000 | 14,972.18- |
| 30 00 | TAX CERTIFICATES | 0 | .00 | | 200,000 | 216,506.53 | 108 | 200,000 | 16,506.53- |
| 311 ** | AD VALOREM | 5,000 | 151.08- | 3 | 6,846,904 | 6,766,510.24 | 99 | 6,846,904 | 80,393.76 |
| 312 | SALES USE AND FUEL TAXES | | | | | | | | |
| 41 00 | LOCAL OPTION GAS TAX 6 CT | 46,152 | 35,414.48 | 77 | 553,736 | 599,601.32 | 108 | 553,736 | 45,865.32- |
| 312 ** | SALES USE AND FUEL TAXES | 46,152 | 35,414.48 | 77 | 553,736 | 599,601.32 | 108 | 553,736 | 45,865.32- |
| 314 | UTILITY SERVICE TAX | | | | | | | | |
| 10 00 | ELECTRICITY | 125,000 | 173,971.91 | 139 | 1,500,000 | 1,580,898.21 | 105 | 1,500,000 | 80,898.21- |
| 30 00 | WATER-COCOA | 30,429 | 35,581.36 | 117 | 365,082 | 391,460.37 | 107 | 365,082 | 26,378.37- |
| 40 00 | GAS | 1,437 | 4,608.70 | 321 | 17,200 | 53,101.26 | 309 | 17,200 | 35,901.26- |
| 80 00 | PROPANE | 1,674 | 1,872.74 | 112 | 20,000 | 22,073.22 | 110 | 20,000 | 2,073.22- |
| 314 ** | UTILITY SERVICE TAX | 158,540 | 216,034.71 | 136 | 1,902,282 | 2,047,533.06 | 108 | 1,902,282 | 145,251.06- |
| 315 | COMMUNICATION SERVICE TAX | | | | | | | | |
| 00 00 | COMMUNICATION SERVICE TAX | 51,295 | 57,698.66 | 113 | 615,507 | 670,791.66 | 109 | 615,507 | 55,284.66- |
| 315 ** | COMMUNICATION SERVICE TAX | 51,295 | 57,698.66 | 113 | 615,507 | 670,791.66 | 109 | 615,507 | 55,284.66- |
| 316 | LOCAL BUSINESS TAX | | | | | | | | |
| 00 00 | LOCAL BUSINESS TAX | 1,000 | 39,979.92 | 3998 | 156,000 | 219,005.07 | 140 | 156,000 | 63,005.07- |
| 316 ** | LOCAL BUSINESS TAX | 1,000 | 39,979.92 | 3998 | 156,000 | 219,005.07 | 140 | 156,000 | 63,005.07- |
| 310 *** | TAXES | 261,987 | 348,976.69 | 133 | 10,074,429 | 10,303,441.35 | 102 | 10,074,429 | 229,012.35- |
| 320 | OTHER PERMITS & FEES | | | | | | | | |
| 322 | BUILDING PERMITS | | | | | | | | |
| 10 00 | TRAINING SURCHARGE | 0 | .00 | | 0 | 1,820.57 | | 0 | 1,820.57- |
| 322 ** | BUILDING PERMITS | 0 | .00 | | 0 | 1,820.57 | | 0 | 1,820.57- |
| 323 | FRANCHISE FEES | | | | | | | | |
| 10 00 | ELECTRICITY | 116,674 | 130,834.16 | 112 | 1,400,000 | 1,060,503.23 | 76 | 1,400,000 | 339,496.77 |
| 40 00 | GAS | 2,900 | 7,780.55 | 268 | 34,800 | 80,504.76 | 231 | 34,800 | 45,704.76- |
| 70 00 | SOLID WASTE | 15,652 | 17,561.32 | 112 | 187,703 | 210,630.76 | 112 | 187,703 | 22,927.76- |
| 323 ** | FRANCHISE FEES | 135,226 | 156,176.03 | 116 | 1,622,503 | 1,351,638.75 | 83 | 1,622,503 | 270,864.25 |
| 325 | SPECIAL ASSESSMENT | | | | | | | | |
| 22 01 | FIRE ASSESSMENT | 0 | 135,589.87- | | 2,614,500 | 2,679,998.35 | 103 | 2,614,500 | 65,498.35- |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | ********** CURRENT ESTIMATED | ACTUAL | %REV | ******** YEAR-TO-DATE ESTIMATED | ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 320 | OTHER PERMITS & FEES | | | | | | | | |
| 325 | SPECIAL ASSESSMENT | | | | | | | | |
| 22 02 | F ASSMNT DELINQ TAXES | 0 | .00 | | 2,000 | 2,011.54 | 101 | 2,000 | 11.54- |
| 22 03 | F ASSMNT PENALTIES | 0 | 397.39 | | 2,000 | 6,553.95 | 328 | 2,000 | 4,553.95- |
| 22 04 | F ASSMNT TAX CERTS | 0 | .00 | | 150,000 | 131,887.71 | 88 | 150,000 | 18,112.29 |
| 22 * | FIRE PROTECTION | 0 | 135,192.48- | | 2,768,500 | 2,820,451.55 | 102 | 2,768,500 | 51,951.55- |
| 325 ** | SPECIAL ASSESSMENT | 0 | 135,192.48- | | 2,768,500 | 2,820,451.55 | 102 | 2,768,500 | 51,951.55- |
| 329 | OTHER PERMITS & FEES | | | | | | | | |
| 25 00 | PLANNING AND ZONING | 837 | 1,575.00 | 188 | 10,000 | 58,439.94 | 584 | 10,000 | 48,439.94- |
| 35 00 | FIRE INSPECTIONS | 174 | 690.00 | 397 | 2,000 | 17,720.00 | 886 | 2,000 | 15,720.00- |
| 329 ** | OTHER PERMITS & FEES | 1,011 | 2,265.00 | 224 | 12,000 | 76,159.94 | 635 | 12,000 | 64,159.94- |
| 320 *** | OTHER PERMITS & FEES | 136,237 | 23,248.55 | 17 | 4,403,003 | 4,250,070.81 | 97 | 4,403,003 | 152,932.19 |
| 330 | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | FEDERAL GRANTS | | | | | | | | |
| 20 01 | RES OFFCR - CTY CONTRACT | 0 | .00 | | 171,000 | 174,750.00 | 102 | 171,000 | 3,750.00- |
| 20 12 | BULLET PROOF GRANT | 0 | .00 | | 0 | 6,028.62 | | 0 | 6,028.62- |
| 20 15 | VICTIMS OF CRIME ACT GRNT | 7,649 | 9,304.29 | 122 | 94,623 | 69,762.50 | 74 | 94,623 | 24,860.50 |
| 20 16 | INTERNET CRIMES GRANT | 837 | .00 | | 10,000 | .00 | | 10,000 | 10,000.00 |
| 20 19 | JAG 2020-DJ-BX-0410 | 0 | .00 | | 16,617 | .00 | | 16,617 | 16,617.00 |
| 20 21 | BULLET PROOF V 2020 | 0 | .00 | | 16,980 | 2,753.88 | 16 | 16,980 | 14,226.12 |
| 20 * | PUBLIC SAFETY | 8,486 | 9,304.29 | 110 | 309,220 | 253,295.00 | 82 | 309,220 | 55,925.00 |
| 39 11 | FHA/FDOT LAP441205-1-5801 | 559 | .00 | | 3,349 | 148,741.44 | 4441 | 3,349 | 145,392.44- |
| 39 12 | USDA/FOREST SVC 26866 | 684 | .00 | | 17,050 | 13,886.10 | 81 | 17,050 | 3,163.90 |
| 39 * | OTHER PHYSCAL ENVIRONMENT | 1,243 | .00 | | 20,399 | 162,627.54 | 797 | 20,399 | 142,228.54- |
| 50 01 | FEMA DISASTER RELIEF | 0 | .00 | | 0 | 540,954.00 | | 0 | 540,954.00- |
| 50 * | ECONOMIC ENVIRONMENT | 0 | .00 | | 0 | 540,954.00 | | 0 | 540,954.00- |
| 331 ** | FEDERAL GRANTS | 9,729 | 9,304.29 | 96 | 329,619 | 956,876.54 | 290 | 329,619 | 627,257.54- |
| 333 | PAYMENT IN LIEU OF TAXES | | | | | | | | |
| 90 00 | HOUSING AUTHORITY | 0 | .00 | | 26,000 | 5,899.65 | 23 | 26,000 | 20,100.35 |
| 333 ** | PAYMENT IN LIEU OF TAXES | 0 | .00 | | 26,000 | 5,899.65 | 23 | 26,000 | 20,100.35 |
| 334 | STATE GRANT | | | | | | | | |
| 50 01 | STATE DISASTER REIMBURSE | 0 | .00 | | 0 | 30,053.00 | | 0 | 30,053.00- |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 330 | | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 334 | | STATE GRANT | | | | | | | | |
| 50 | 10 | CARES CRF #107-2020 | 6,085 | .00 | | 54,741 | 54,802.45 | 100 | 54,741 | 61.45- |
| 50 | * | ECONOMIC ENVIRONMENT | 6,085 | .00 | | 54,741 | 84,855.45 | 155 | 54,741 | 30,114.45- |
| 70 | 09 | HISTORICAL PRESERVATN | 25,000 | .00 | | 25,000 | .00 | | 25,000 | 25,000.00 |
| 334 | ** | STATE GRANT | 31,085 | .00 | | 79,741 | 84,855.45 | 106 | 79,741 | 5,114.45- |
| 335 | | STATE SHARED REVENUES | | | | | | | | |
| 12 | 00 | STATE REVENUE SHARING | 41,924 | 47,796.67 | 114 | 503,000 | 595,296.47 | 118 | 503,000 | 92,296.47- |
| 12 | 20 | 8TH CNT MUNICIPAL GAS TAX | 12,736 | 12,859.01 | 101 | 152,832 | 165,089.17 | 108 | 152,832 | 12,257.17- |
| 12 | * | STATE REVENUE SHARING | 54,660 | 60,655.68 | 111 | 655,832 | 760,385.64 | 116 | 655,832 | 104,553.64- |
| 14 | 00 | MOBILE HOME LICENSES | 1,837 | 233.00 | 13 | 22,000 | 24,979.94 | 114 | 22,000 | 2,979.94- |
| 15 | 00 | ALCOHOLIC BEVERAGE | 424 | .00 | | 5,000 | 22,928.51 | 459 | 5,000 | 17,928.51- |
| 18 | 00 | LOCAL GOVERNMENT 1/2 CENT | 87,875 | 112,542.67 | 128 | 1,054,500 | 1,152,554.24 | 109 | 1,054,500 | 98,054.24- |
| 21 | 00 | FIREFIGHTER SUPPLEMENTAL | 0 | 3,982.26 | | 16,000 | 14,110.51 | 88 | 16,000 | 1,889.49 |
| 29 | 21 | POL PEN STATE CONTR | 36,478 | .00 | | 182,386 | 188,475.62 | 103 | 182,386 | 6,089.62- |
| 29 | 22 | FIRE PEN STATE CONTR | 21,030 | .00 | | 105,146 | 124,460.50 | 118 | 105,146 | 19,314.50- |
| 29 | * | OTHER PUBLIC SAFETY | 57,508 | .00 | | 287,532 | 312,936.12 | 109 | 287,532 | 25,404.12- |
| 41 | 00 | FUEL TAX REFUNDS | 2,087 | 8,068.45 | 387 | 25,000 | 21,655.83 | 87 | 25,000 | 3,344.17 |
| 335 | ** | STATE SHARED REVENUES | 204,391 | 185,482.06 | 91 | 2,065,864 | 2,309,550.79 | 112 | 2,065,864 | 243,686.79- |
| 337 | | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 20 | 03 | BC COVID SHOT GRANT | 0 | .00 | | 0 | 2,250.00 | | 0 | 2,250.00- |
| 20 | * | PUBLIC SAFETY | 0 | .00 | | 0 | 2,250.00 | | 0 | 2,250.00- |
| 30 | 17 | FIND BV-CO-20-147 DREDGIN | 2,730 | .00 | | 30,000 | .00 | | 30,000 | 30,000.00 |
| 30 | 18 | FIND BV-CO-20-146 BT RAMP | 2,270 | .00 | | 25,000 | .00 | | 25,000 | 25,000.00 |
| 30 | * | PHYSICAL ENVIRONMENT | 5,000 | .00 | | 55,000 | .00 | | 55,000 | 55,000.00 |
| 40 | 02 | AURORA ST SIDEWLK IMPROV | 8,300 | .00 | | 65,000 | 65,000.00 | 100 | 65,000 | .00 |
| 60 | 01 | BREV CTY CARES CVD19 | 16,744 | .00 | | 100,474 | 408,012.25 | 406 | 100,474 | 307,538.25- |
| 60 | * | HUMAN SERVICES | 16,744 | .00 | | 100,474 | 408,012.25 | 406 | 100,474 | 307,538.25- |
| 337 | ** | GRANTS FROM LOCAL UNITS | 30,044 | .00 | | 220,474 | 475,262.25 | 216 | 220,474 | 254,788.25- |
| 330 | *** | INTERGOVERNMENTAL REVENUE | 275,249 | 194,786.35 | 71 | 2,721,698 | 3,832,444.68 | 141 | 2,721,698 | 1,110,746.68- |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | ********** CURRENT ESTIMATED | ACTUAL | %REV | ******** YEAR-TO-DATE ESTIMATED | ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 330 | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 337 | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 341 | GENERAL GOVERNMENT | | | | | | | | |
| 30 00 | ADMINISTRATIVE FEES | 548,821 | 548,810.00 | 100 | 6,585,764 | 6,585,764.00 | 100 | 6,585,764 | .00 |
| 31 00 | ADMIN FEES STORMWATER | 14,904 | 14,901.00 | 100 | 178,749 | 178,768.00 | 100 | 178,749 | 19.00- |
| 40 00 | CERTIFY/COPY/SEARCH | 8,000 | 13,124.55 | 164 | 96,000 | 138,379.88 | 144 | 96,000 | 42,379.88- |
| 90 12 | PASSPORT EXECUTION FEES | 174 | 455.00 | 262 | 2,000 | 3,346.12 | 167 | 2,000 | 1,346.12- |
| 341 ** | GENERAL GOVERNMENT | 571,899 | 577,290.55 | 101 | 6,862,513 | 6,906,258.00 | 101 | 6,862,513 | 43,745.00- |
| 342 | PUBLIC SAFETY | | | | | | | | |
| 10 00 | POLICE SERVICES | 2,500 | .00 | | 30,000 | 1,085.00 | 4 | 30,000 | 28,915.00 |
| 90 00 | OTHER PUBLIC SAFETY | 87 | .00 | | 1,000 | 1,125.00 | 113 | 1,000 | 125.00- |
| 90 01 | FALSE ALARM FEES | 712 | 530.00 | 74 | 8,500 | 8,225.00 | 97 | 8,500 | 275.00 |
| 90 * | OTHER PUBLIC SAFETY | 799 | 530.00 | 66 | 9,500 | 9,350.00 | 98 | 9,500 | 150.00 |
| 342 ** | PUBLIC SAFETY | 3,299 | 530.00 | 16 | 39,500 | 10,435.00 | 26 | 39,500 | 29,065.00 |
| 343 | PHYSICAL ENVIRONMENT | | | | | | | | |
| 37 10 | BREVARD COUNTY | 40,920 | 43,072.80 | 105 | 490,941 | 507,944.62 | 104 | 490,941 | 17,003.62- |
| 37 11 | ROCKLEDGE | 24,042 | 24,678.45 | 103 | 288,493 | 268,635.84 | 93 | 288,493 | 19,857.16 |
| 37 12 | SUN LAKE | 327 | 322.62 | 99 | 3,814 | 3,512.34 | 92 | 3,814 | 301.66 |
| 37 13 | CLNY PK-M.I.UTIL CO. | 168 | 161.88 | 96 | 1,917 | 1,999.56 | 104 | 1,917 | 82.56- |
| 37 16 | COCOA BEACH | 9,409 | 9,422.94 | 100 | 112,886 | 112,977.47 | 100 | 112,886 | 91.47- |
| 37 17 | CAPE CANAVERAL | 7,757 | 7,729.98 | 100 | 93,062 | 92,596.37 | 100 | 93,062 | 465.63 |
| 37 18 | TITUSVILLE | 359 | 353.40 | 98 | 4,231 | 4,225.98 | 100 | 4,231 | 5.02 |
| 37 * | WATER BILLING SERVICES | 82,982 | 85,742.07 | 103 | 995,344 | 991,892.18 | 100 | 995,344 | 3,451.82 |
| 39 01 | SERVICE CHARGES | 33,337 | 40,454.12 | 121 | 400,000 | 545,667.69 | 136 | 400,000 | 145,667.69- |
| 39 03 | ADMIN CHARGES | 31,750 | 51,740.00 | 163 | 381,000 | 499,335.00 | 131 | 381,000 | 118,335.00- |
| 39 04 | PENALTIES | 65,806 | 60,788.15 | 92 | 789,650 | 714,782.72 | 91 | 789,650 | 74,867.28 |
| 39 05 | NSF CHECKS | 2,883 | 2,762.50 | 96 | 34,552 | 28,360.71 | 82 | 34,552 | 6,191.29 |
| 39 * | WATER OTHER INCOME | 133,776 | 155,744.77 | 116 | 1,605,202 | 1,788,146.12 | 111 | 1,605,202 | 182,944.12- |
| 41 10 | SOLID WASTE | 162,795 | 164,375.97 | 101 | 1,953,540 | 1,970,452.86 | 101 | 1,953,540 | 16,912.86- |
| 41 20 | RECYCLING REVENUE | 23,909 | 27,348.95 | 114 | 286,842 | 327,918.05 | 114 | 286,842 | 41,076.05- |
| 41 30 | GREEN WASTE | 15,786 | 16,196.31 | 103 | 189,399 | 194,240.18 | 103 | 189,399 | 4,841.18- |
| 41 * | GARBAGE COLLECTION | 202,490 | 207,921.23 | 103 | 2,429,781 | 2,492,611.09 | 103 | 2,429,781 | 62,830.09- |
| 45 10 | BILLING FEE - WASTE MGMT | 8,720 | 8,985.30 | 103 | 104,519 | 98,679.70 | 94 | 104,519 | 5,839.30 |
| 45 * | GARBAGE-OTHER REVENUE | 8,720 | 8,985.30 | 103 | 104,519 | 98,679.70 | 94 | 104,519 | 5,839.30 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 343 | PHYSICAL ENVIRONMENT | | | | | | | | |
| 90 01 | FDOT MEDIAN MAINT | 14,130 | .00 | | 71,130 | 71,130.00 | 100 | 71,130 | .00 |
| 90 03 | FDOT MNT SIGNAL/HWY LIGHT | 68,805 | .00 | | 218,805 | 223,602.90 | 102 | 218,805 | 4,797.90- |
| 90 * | OTHER PHYSICAL ENVIRON | 82,935 | .00 | | 289,935 | 294,732.90 | 102 | 289,935 | 4,797.90- |
| 343 ** | PHYSICAL ENVIRONMENT | 510,903 | 458,393.37 | 90 | 5,424,781 | 5,666,061.99 | 104 | 5,424,781 | 241,280.99- |
| 347 | CULTURE/RECREATION | | | | | | | | |
| 20 10 | GAZEBO-PAVILLION RENTAL | 0 | 104.00 | | 0 | 303.95 | | 0 | 303.95- |
| 39 10 | PORCHER HOUSE - REVENUES | 2,500 | 1,415.70 | 57 | 30,000 | 25,649.76 | 86 | 30,000 | 4,350.24 |
| 39 11 | TENANT MAINTENANCE FEES | 100 | .00 | | 1,200 | 1,630.32 | 136 | 1,200 | 430.32- |
| 39 20 | COCOA CIVIC CENTER | 2,087 | 1,123.80 | 54 | 25,000 | 36,595.06 | 146 | 25,000 | 11,595.06- |
| 39 30 | RIVERFRONT PARK | 1,674 | 570.00 | 34 | 20,000 | 12,927.90 | 65 | 20,000 | 7,072.10 |
| 39 * | OTHER CULTURAL SERVICES | 6,361 | 3,109.50 | 49 | 76,200 | 76,803.04 | 101 | 76,200 | 603.04- |
| 40 05 | SPECIAL EVENT PERMITS | 625 | 1,050.00 | 168 | 7,500 | 19,900.00 | 265 | 7,500 | 12,400.00- |
| 50 10 | EVENT FEES | 318 | 373.23 | 117 | 3,695 | 3,593.82 | 97 | 3,695 | 101.18 |
| 50 30 | ADVERTISING/SPONSORSHIPS | 712 | .00 | | 8,500 | .00 | | 8,500 | 8,500.00 |
| 50 50 | MISC FURNISHINGS | 0 | 150.00 | | 0 | 2,923.40 | | 0 | 2,923.40- |
| 50 * | SPECIAL REC FACILITIES | 1,030 | 523.23 | 51 | 12,195 | 6,517.22 | 53 | 12,195 | 5,677.78 |
| 347 ** | CULTURE/RECREATION | 8,016 | 4,786.73 | 60 | 95,895 | 103,524.21 | 108 | 95,895 | 7,629.21- |
| 340 *** | CHARGES FOR SERVICES | 1,094,117 | 1,041,000.65 | 95 | 12,422,689 | 12,686,279.20 | 102 | 12,422,689 | 263,590.20- |
| 350 | FINES AND FORFEITURES | | | | | | | | |
| 351 | JUDGMENTS AND FINES | | | | | | | | |
| 90 00 | OTHER | 1,239 | 2,420.37 | 195 | 14,813 | 17,359.37 | 117 | 14,813 | 2,546.37- |
| 351 ** | JUDGMENTS AND FINES | 1,239 | 2,420.37 | 195 | 14,813 | 17,359.37 | 117 | 14,813 | 2,546.37- |
| 350 *** | FINES AND FORFEITURES | 1,239 | 2,420.37 | 195 | 14,813 | 17,359.37 | 117 | 14,813 | 2,546.37- |
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 00 | INTEREST | 3,680 | 10,619.76 | 289 | 44,083 | 106,743.97 | 242 | 44,083 | 62,660.97- |
| 10 02 | INVESTMENT INTEREST | 1,230 | .00 | | 14,694 | .00 | | 14,694 | 14,694.00 |
| 10 10 | SBA | 1,230 | 37.33 | 3 | 14,694 | 801.45 | 6 | 14,694 | 13,892.55 |
| 10 11 | INTEREST/CBOS | 1,230 | 96.93 | 8 | 14,694 | 2,476.09 | 17 | 14,694 | 12,217.91 |
| 10 * | INTEREST | 7,370 | 10,754.02 | 146 | 88,165 | 110,021.51 | 125 | 88,165 | 21,856.51- |
| 40 * | GAIN/(LOSS) SALE INVEST | 0 | .00 | | 0 | .00 | | 0 | .00 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 360 | | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | | INTEREST & OTHER EARNINGS | | | | | | | | |
| 361 | ** | INTEREST & OTHER EARNINGS | 7,370 | 10,754.02 | 146 | 88,165 | 110,021.51 | 125 | 88,165 | 21,856.51- |
| 362 | | RENT AND ROYALTIES | | | | | | | | |
| | 00 00 | RENT AND ROYALTIES | 8,886 | 30,781.30 | 346 | 125,886 | 132,173.62 | 105 | 125,886 | 6,287.62- |
| 362 | ** | RENT AND ROYALTIES | 8,886 | 30,781.30 | 346 | 125,886 | 132,173.62 | 105 | 125,886 | 6,287.62- |
| 364 | | DISPOSITION FIXED ASSETS | | | | | | | | |
| | 10 00 | GAIN/(LOSS) | 0 | 5,947.62 | | 0 | 41,655.34 | | 0 | 41,655.34- |
| 364 | ** | DISPOSITION FIXED ASSETS | 0 | 5,947.62 | | 0 | 41,655.34 | | 0 | 41,655.34- |
| 365 | | SALE SURPLUS MTRLS &SCRAP | | | | | | | | |
| | 00 00 | SALE SURPLUS MTRLS &SCRAP | 0 | 18.90 | | 0 | 8,537.19 | | 0 | 8,537.19- |
| 365 | ** | SALE SURPLUS MTRLS &SCRAP | 0 | 18.90 | | 0 | 8,537.19 | | 0 | 8,537.19- |
| 366 | | CONTRIBUTIONS & DONATIONS | | | | | | | | |
| | 00 00 | CONTRIBUTIONS & DONATIONS | 16,165 | .00 | | 97,000 | 97,000.00 | 100 | 97,000 | .00 |
| | 10 10 | CONTRIBS FOR K-9 | 3,000 | .00 | | 6,000 | .00 | | 6,000 | 6,000.00 |
| | 10 15 | FIREHOUSE SUBS-EXTRAC EQ | 0 | .00 | | 33,180 | 33,180.00 | 100 | 33,180 | .00 |
| | 10 * | DONATIONS-PRIVATE SOURCES | 3,000 | .00 | | 39,180 | 33,180.00 | 85 | 39,180 | 6,000.00 |
| 366 | ** | CONTRIBUTIONS & DONATIONS | 19,165 | .00 | | 136,180 | 130,180.00 | 96 | 136,180 | 6,000.00 |
| 368 | | PENSION CONTRIBUTIONS | | | | | | | | |
| | 00 00 | PENSION CONTRIBUTIONS | 0 | .02 | | 0 | .02 | | 0 | .02- |
| | 21 00 | POLICE STATE CONTRIBUTION | 36,478- | .00 | | 0 | .00 | | 0 | .00 |
| | 22 00 | FIRE STATE CONTRIBUTION | 21,030- | .00 | | 0 | .00 | | 0 | .00 |
| 368 | ** | PENSION CONTRIBUTIONS | 57,508- | .02 | | 0 | .02 | | 0 | .02- |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| | 90 00 | OTHER MISC REVENUES | 0 | 3,445.45 | | 0 | 89,019.77 | | 0 | 89,019.77- |
| | 90 02 | POLICE SECURITY SERVICES | 6,250 | 3,222.50 | 52 | 75,000 | 42,469.50 | 57 | 75,000 | 32,530.50 |
| | 90 03 | CODE ENF ABATE/DEMO REV | 7,924 | 1,150.00 | 15 | 95,000 | 139,474.95 | 147 | 95,000 | 44,474.95- |
| | 90 04 | MISC. POLICE REVENUES | 87 | 162.25 | 187 | 1,000 | 2,843.72 | 284 | 1,000 | 1,843.72- |
| | 90 05 | INVESTIGATIVE COSTS REIM | 4,250 | 3,406.03 | 80 | 51,000 | 70,037.15 | 137 | 51,000 | 19,037.15- |
| | 90 09 | PROPERTY REGISTRATION | 625 | 400.00 | 64 | 7,500 | 5,500.00 | 73 | 7,500 | 2,000.00 |
| | 90 * | OTHER MISC REVENUES | 19,136 | 11,786.23 | 62 | 229,500 | 349,345.09 | 152 | 229,500 | 119,845.09- |
| | 96 00 | INSURANCE REFUND/PROCEEDS | 317 | .00 | | 3,870 | 40,189.17 | 1039 | 3,870 | 36,319.17- |
| 369 | ** | OTHER MISC REVENUES | 19,453 | 11,786.23 | 61 | 233,370 | 389,534.26 | 167 | 233,370 | 156,164.26- |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 360 | | MISCELLANEOUS REVENUES | | | | | | | | |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| 360 | *** | MISCELLANEOUS REVENUES | 2,634- | 59,288.09 | | 583,601 | 812,101.94 | 139 | 583,601 | 228,500.94- |
| 380 | | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | | INTERFUND TRANSFER | | | | | | | | |
| 91 | 03 | CDBG (103) | 17,500 | .00 | | 175,000 | 175,000.00 | 100 | 175,000 | .00 |
| 91 | 10 | TRF FROM COCOA CRA (110) | 26,450 | 21,439.88 | 81 | 312,279 | 312,279.00 | 100 | 312,279 | .00 |
| 91 | * | TRANSFER FROM | 43,950 | 21,439.88 | 49 | 487,279 | 487,279.00 | 100 | 487,279 | .00 |
| 381 | ** | INTERFUND TRANSFER | 43,950 | 21,439.88 | 49 | 487,279 | 487,279.00 | 100 | 487,279 | .00 |
| 382 | | CONTRIBUTIONS ENTERPRISE | | | | | | | | |
| 40 | 00 | CONTRIBUTIONS | 650,873 | 650,865.63 | 100 | 7,810,388 | 7,810,388.00 | 100 | 7,810,388 | .00 |
| 40 | 01 | 6% PILOFF | 114,591 | 114,582.75 | 100 | 1,374,993 | 1,374,993.00 | 100 | 1,374,993 | .00 |
| 40 | * | CONTRIBUTIONS | 765,464 | 765,448.38 | 100 | 9,185,381 | 9,185,381.00 | 100 | 9,185,381 | .00 |
| 382 | ** | CONTRIBUTIONS ENTERPRISE | 765,464 | 765,448.38 | 100 | 9,185,381 | 9,185,381.00 | 100 | 9,185,381 | .00 |
| 383 | | INSTLMT PURCH/CAP LEASE | | | | | | | | |
| 383 | ** | INSTLMT PURCH/CAP LEASE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 384 | | DEBT PROCEEDS | | | | | | | | |
| 384 | ** | DEBT PROCEEDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | | NON OPERATING SOURCES | | | | | | | | |
| 99 | 50 | FUND BAL-APPROP. RESERVES | 1,696,476 | .00 | | 7,300,665 | .00 | | 7,300,665 | 7,300,665.00 |
| 99 | * | BALANCE FORWARD | 1,696,476 | .00 | | 7,300,665 | .00 | | 7,300,665 | 7,300,665.00 |
| 389 | ** | NON OPERATING SOURCES | 1,696,476 | .00 | | 7,300,665 | .00 | | 7,300,665 | 7,300,665.00 |
| 380 | *** | OTHER SOURCES(NON-REV) | 2,505,890 | 786,888.26 | 31 | 16,973,325 | 9,672,660.00 | 57 | 16,973,325 | 7,300,665.00 |
| FUND TOTAL | | GENERAL FUND | 4,272,085 | 2,456,608.96 | 58 | 47,193,558 | 41,574,357.35 | 88 | 47,193,558 | 5,619,200.65 |

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-00 | EXECUTIVE SALARIES | 2668 | 2550.00 | 96 | 31895 | 30600.10 | 96 | .00 | 31895 | 1294.90 | 96 |
| 11 ** | EXECUTIVE SALARIES | 2668 | 2550.00 | 96 | 31895 | 30600.10 | 96 | .00 | 31895 | 1294.90 | 96 |
| 12-00 | REGULAR SALARIES & WAGES | 972679 | 1454176.62 | 150 | 12738731 | 11920290.12 | 94 | .00 | 12738731 | 818440.88 | 94 |
| 12-06 | SALARIES/CONTRACTUAL | 2087 | 292.50 | 14 | 25000 | 6366.75 | 26 | .00 | 25000 | 18633.25 | 26 |
| 12-07 | EMS 1ST RESPONDER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-09 | SALARIES & WAGES CONTRA | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 151655 | 33540.28 | 22 | 540908 | 604080.63 | 112 | .00 | 540908 | 63172.63- | 112 |
| 12-13 | COPS CHRP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 1126421 | 1488009.40 | 132 | 13304639 | 12530737.50 | 94 | .00 | 13304639 | 773901.50 | 94 |
| 13-00 | OTHER SALARIES & WAGES | 60591 | 86994.44 | 144 | 699051 | 581117.11 | 83 | .00 | 699051 | 117933.89 | 83 |
| 13 ** | OTHER SALARIES & WAGES | 60591 | 86994.44 | 144 | 699051 | 581117.11 | 83 | .00 | 699051 | 117933.89 | 83 |
| 14-00 | OVERTIME | 94603 | 48808.51 | 52 | 542964 | 546630.85 | 101 | .00 | 542964 | 3666.85- | 101 |
| 14-01 | COMP TIME | 587 | .00 | 0 | 7000 | .00 | 0 | .00 | 7000 | 7000.00 | 0 |
| 14-20 | JAG COVID 2020-VD-BX-1270 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 95190 | 48808.51 | 51 | 549964 | 546630.85 | 99 | .00 | 549964 | 3333.15 | 99 |
| 15-00 | SPECIAL PAY | 28288 | 47175.09 | 167 | 338533 | 346054.16 | 102 | .00 | 338533 | 7521.16- | 102 |
| 15 ** | SPECIAL PAY | 28288 | 47175.09 | 167 | 338533 | 346054.16 | 102 | .00 | 338533 | 7521.16- | 102 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 1830 | 6597.79 | 361 | 22990 | 24751.37 | 108 | .00 | 22990 | 1761.37- | 108 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 1830 | 6597.79 | 361 | 22990 | 24751.37 | 108 | .00 | 22990 | 1761.37- | 108 |
| 21-00 | FICA TAXES | 91398 | 124522.84 | 136 | 1094783 | 1053476.74 | 96 | .00 | 1094783 | 41306.26 | 96 |
| 21 ** | FICA TAXES | 91398 | 124522.84 | 136 | 1094783 | 1053476.74 | 96 | .00 | 1094783 | 41306.26 | 96 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 73267 | 93018.20 | 127 | 880008 | 861350.73 | 98 | .00 | 880008 | 18657.27 | 98 |
| 22-01 | FIREFIGHTERS | 202181 | 296868.10 | 147 | 2424096 | 2265905.53 | 94 | .00 | 2424096 | 158190.47 | 94 |
| 22-02 | STATE CONTRIBUTIONS | 4262- | .00 | 0 | 287532 | 312936.12 | 109 | .00 | 287532 | 25404.12- | 109 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 22-03 | NON-FRS RETIREMENT PLAN | 4686 | 2483.47 | 53 | 21873 | 17213.94 | 79 | .00 | 21873 | 4659.06 | 79 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 275872 | 392369.77 | 142 | 3613509 | 3457406.32 | 96 | .00 | 3613509 | 156102.68 | 96 |
| 23-00 | INSURANCES | 30807 | 28336.33 | 92 | 303748 | 256814.76 | 85 | .00 | 303748 | 46933.24 | 85 |
| 23-02 | MEDICARE PART B | 28586 | 52333.99 | 183 | 457410 | 418679.97 | 92 | .00 | 457410 | 38730.03 | 92 |
| 23-03 | CONTRA CIGNA SAVINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-04 | MEDICAL | 320499 | 346180.49 | 108 | 3844514 | 3110503.81 | 81 | .00 | 3844514 | 734010.19 | 81 |
| 23-05 | HEALTH GF RETIREES 50% | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-06 | HEALTH GF RETIREES 100% | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-07 | DENTAL INSURANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-08 | VISION INSURANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-09 | LONG TERM DISABILITY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 379892 | 426850.81 | 112 | 4605672 | 3785998.54 | 82 | .00 | 4605672 | 819673.46 | 82 |
| 24-00 | WORKER'S COMPENSATION | 56680 | 70303.84 | 124 | 678365 | 661641.85 | 98 | .00 | 678365 | 16723.15 | 98 |
| 24 ** | WORKER'S COMPENSATION | 56680 | 70303.84 | 124 | 678365 | 661641.85 | 98 | .00 | 678365 | 16723.15 | 98 |
| 25-00 | UNEMPLOYMENT COMPENSATION | 16735 | .00 | 0 | 23415 | 17389.66 | 74 | .00 | 23415 | 6025.34 | 74 |
| 25 ** | UNEMPLOYMENT COMPENSATION | 16735 | .00 | 0 | 23415 | 17389.66 | 74 | .00 | 23415 | 6025.34 | 74 |
| 27-00 | BENEFIT OFFSET | 18580 | 25634.07 | 138 | 223440 | 210087.73 | 94 | .00 | 223440 | 13352.27 | 94 |
| 27 ** | BENEFIT OFFSET | 18580 | 25634.07 | 138 | 223440 | 210087.73 | 94 | .00 | 223440 | 13352.27 | 94 |
| 31-00 | PROFESSIONAL SERVICES | 45037 | 57469.04 | 128 | 574508 | 377052.69 | 66 | 132274.46 | 574508 | 65180.85 | 89 |
| 31-01 | LEGAL EXPENSES | 65218 | 47312.11 | 73 | 562473 | 463942.60 | 83 | 80755.40 | 562473 | 17775.00 | 97 |
| 31-02 | MEDICAL SERVICES | 4035 | .00 | 0 | 48420 | 38944.36 | 80 | 7406.64 | 48420 | 2069.00 | 96 |
| 31-03 | ENGINEERING SERVICES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-05 | EMS 1ST RESPONDER | 1125 | .00 | 0 | 13500 | 13500.00 | 100 | .00 | 13500 | .00 | 100 |
| 31-06 | EDA-04-69-07348 GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-11 | USDA MANAGE FOREST GRANT | 1869- | .00 | 0 | 16887 | 12787.20 | 76 | 4100.00 | 16887 | .20- | 100 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 31-13 | FIND BV-C0-20-146 BT RAMP | 4540 | .00 | 0 | 50000 | 37823.00 | 76 | 11170.00 | 50000 | 1007.00 | 98 |
| 31-14 | FIND BV-CO-20-147 DREDGIN | 5460 | .00 | 0 | 60000 | 40338.90 | 67 | 9409.10 | 60000 | 10252.00 | 83 |
| 31-16 | HISTORICAL PRESERVATN | 50000 | .00 | 0 | 50000 | .00 | 0 | .00 | 50000 | 50000.00 | 0 |
| 31-33 | EMPLOYEE HEALTH CENTER | 16616 | 15917.61 | 96 | 199238 | 168150.00 | 84 | 29805.00 | 199238 | 1283.00 | 99 |
| 31 ** | PROFESSIONAL SERVICES | 190162 | 120698.76 | 64 | 1575026 | 1152538.75 | 73 | 274920.60 | 1575026 | 147566.65 | 91 |
| 32-00 | ACCOUNTING & AUDITING | 6837 | .00 | 0 | 82000 | 73000.00 | 89 | .00 | 82000 | 9000.00 | 89 |
| 32 ** | ACCOUNTING & AUDITING | 6837 | .00 | 0 | 82000 | 73000.00 | 89 | .00 | 82000 | 9000.00 | 89 |
| 34-00 | CONTRACT SERVICES | 80957 | 16300.62 | 20 | 1071846 | 816125.32 | 76 | 85413.61 | 1071846 | 170307.07 | 84 |
| 34-02 | FDEP-RESILIENCY4190120 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-03 | CUSTOMER SERVICE CONTRACT | 163837 | 176017.29 | 107 | 1966000 | 1922812.13 | 98 | .00 | 1966000 | 43187.87 | 98 |
| 34-07 | JANITORIAL CONTRACT SVS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-09 | MOWING CONTRACTS | 22242 | 2060.83 | 9 | 237190 | 205524.14 | 87 | 26045.62 | 237190 | 5620.24 | 98 |
| 34-10 | COST OF GENERAL FUND SVCS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34 ** | CONTRACT SERVICES | 267036 | 194378.74 | 73 | 3275036 | 2944461.59 | 90 | 111459.23 | 3275036 | 219115.18 | 93 |
| 39-00 | CONTINGENCY | 2668- | .00 | 0 | 158882 | .00 | 0 | .00 | 158882 | 158882.00 | 0 |
| 39-01 | EMS RESTRICTED | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-10 | RESERVE CONTINGENCY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-15 | WAGE AND SALARY | 17786- | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-20 | FUEL, OIL & LUBRICANTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39 ** | CONTINGENCY | 20454- | .00 | 0 | 158882 | .00 | 0 | .00 | 158882 | 158882.00 | 0 |
| 40-00 | TRAVEL & PER DIEM | 4192 | 3724.76 | 89 | 80864 | 18884.55 | 23 | 175.00 | 80864 | 61804.45 | 24 |
| 40-01 | CAR ALLOWANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 40 ** | TRAVEL & PER DIEM | 4192 | 3724.76 | 89 | 80864 | 18884.55 | 23 | 175.00 | 80864 | 61804.45 | 24 |
| 41-00 | COMMUNICATION | 22422 | 10102.88 | 45 | 175363 | 140572.51 | 80 | 13754.18 | 175363 | 21036.31 | 88 |
| 41 ** | COMMUNICATION | 22422 | 10102.88 | 45 | 175363 | 140572.51 | 80 | 13754.18 | 175363 | 21036.31 | 88 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 42-00 | POSTAGE & FREIGHT | 37954 | 35227.77 | 93 | 436852 | 379538.78 | 87 | 47568.99 | 436852 | 9744.23 | 98 |
| 42 ** | POSTAGE & FREIGHT | 37954 | 35227.77 | 93 | 436852 | 379538.78 | 87 | 47568.99 | 436852 | 9744.23 | 98 |
| 43-00 | ELECTRIC/WATER/SEWER | 37728 | 53822.38 | 143 | 765646 | 564000.77 | 74 | 162523.14 | 765646 | 39122.09 | 95 |
| 43 ** | ELECTRIC/WATER/SEWER | 37728 | 53822.38 | 143 | 765646 | 564000.77 | 74 | 162523.14 | 765646 | 39122.09 | 95 |
| 44-00 | RENTALS AND LEASES | 11598 | 5654.05 | 49 | 138649 | 132680.96 | 96 | 1133.79 | 138649 | 4834.25 | 97 |
| 44 ** | RENTALS AND LEASES | 11598 | 5654.05 | 49 | 138649 | 132680.96 | 96 | 1133.79 | 138649 | 4834.25 | 97 |
| 45-00 | INSURANCE | 44484 | .00 | 0 | 564893 | 490047.97 | 87 | .00 | 564893 | 74845.03 | 87 |
| 45 ** | INSURANCE | 44484 | .00 | 0 | 564893 | 490047.97 | 87 | .00 | 564893 | 74845.03 | 87 |
| 46-00 | REPAIRS & MAINTENANCE | 243338 | 51940.14 | 21 | 1285640 | 537539.99 | 42 | 151188.54 | 1285640 | 596911.47 | 54 |
| 46-02 | REPAIR/MAINT BUILDING | 51907 | 22226.84 | 43 | 381840 | 226051.12 | 59 | 22012.10 | 381840 | 133776.78 | 65 |
| 46-03 | REPAIR/MAINT-VEHICLES | 27952 | 7237.03 | 26 | 312211 | 280969.40 | 90 | .00 | 312211 | 31241.60 | 90 |
| 46-05 | HYDRANT FEES | 19254 | 19210.38 | 100 | 230960 | 230524.56 | 100 | .00 | 230960 | 435.44 | 100 |
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 342451 | 100614.39 | 29 | 2210651 | 1275085.07 | 58 | 173200.64 | 2210651 | 762365.29 | 66 |
| 47-00 | PRINTING & BINDING | 13113 | 9550.14 | 73 | 169219 | 115113.62 | 68 | 33356.99 | 169219 | 20748.39 | 88 |
| 47 ** | PRINTING & BINDING | 13113 | 9550.14 | 73 | 169219 | 115113.62 | 68 | 33356.99 | 169219 | 20748.39 | 88 |
| 48-00 | PROMOTIONAL ACTIVITIES | 1767 | 424.00 | 24 | 59935 | 30347.54 | 51 | 2894.00 | 59935 | 26693.46 | 56 |
| 48-11 | BUSINESS ASSIST. PROGRAM | 837 | .00 | 0 | 10000 | 2500.00 | 25 | .00 | 10000 | 7500.00 | 25 |
| 48 ** | PROMOTIONAL ACTIVITIES | 2604 | 424.00 | 16 | 69935 | 32847.54 | 47 | 2894.00 | 69935 | 34193.46 | 51 |
| 49-00 | OTHER CHARGES & OBLIG. | 5144 | 5126.70 | 100 | 309793 | 250753.14 | 81 | 65710.89 | 309793 | 6671.03- | 102 |
| 49-02 | ADVERTISING | 251 | .00 | 0 | 2345 | 1844.02 | 79 | .00 | 2345 | 500.98 | 79 |
| 49-05 | BROWNFIELDS REDEV PROG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-06 | BROWNFIELD PROG CITY COST | 424 | .00 | 0 | 5000 | .00 | 0 | .00 | 5000 | 5000.00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 0 | 73621.53 | 0 | 0 | 31477.40 | 0 | .00 | 0 | 31477.40- | 0 |
| 49-08 | CASH OVER/SHORT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 49-15 | OBSOLETE INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-17 | DAMAGED INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-21 | PD INVESTIGATIVE FUNDS | 1122 | .00 | 0 | 15000 | 10000.00 | 67 | .00 | 15000 | 5000.00 | 67 |
| 49 ** | OTHER CHARGES & OBLIG. | 6941 | 78748.23 | 1135 | 332138 | 294074.56 | 89 | 65710.89 | 332138 | 27647.45- | 108 |
| 51-00 | OFFICE SUPPLIES | 2567 | 2434.53 | 95 | 39133 | 19914.86 | 51 | .00 | 39133 | 19218.14 | 51 |
| 51 ** | OFFICE SUPPLIES | 2567 | 2434.53 | 95 | 39133 | 19914.86 | 51 | .00 | 39133 | 19218.14 | 51 |
| 52-00 | OPERATING SUPPLIES | 104160 | 24178.57 | 23 | 792209 | 663794.56 | 84 | 32900.07 | 792209 | 95514.37 | 88 |
| 52-02 | UNIFORMS | 329 | 816.32 | 248 | 28750 | 15476.67 | 54 | 3644.53 | 28750 | 9628.80 | 67 |
| 52-05 | EMS 1st RESP-CONSUM SUPP | 3807 | 676.66 | 18 | 45640 | 41579.75 | 91 | 1385.62 | 45640 | 2674.63 | 94 |
| 52-07 | JANITORIAL SUPPLIES | 3658 | 3621.51 | 99 | 38016 | 30562.38 | 80 | .00 | 38016 | 7453.62 | 80 |
| 52-10 | HEATING FUEL | 251 | 28.45 | 11 | 2968 | 2500.81 | 84 | 817.19 | 2968 | 350.00- | 112 |
| 52-11 | JAG GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-12 | BULLETPROOF VEST GRANT | 654 | .00 | 0 | 4684 | 4329.41 | 92 | 354.59 | 4684 | .00 | 100 |
| 52-13 | VOCA GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-14 | JAG 2020-DJ-BX-0410 | 2761 | .00 | 0 | 23611 | 21960.50 | 93 | 1650.00 | 23611 | .50 | 100 |
| 52-22 | BULLET PROOF V 2020 | 3090 | .00 | 0 | 33960 | 14052.00 | 41 | 19908.00 | 33960 | .00 | 100 |
| 52-30 | FUEL OIL & LUBRICANTS | 24072 | 45780.16 | 190 | 230425 | 223586.67 | 97 | .00 | 230425 | 6838.33 | 97 |
| 52-33 | EMPLOYEE HEALTH CENTER | 8379 | 6951.84 | 83 | 100548 | 67695.90 | 67 | 32852.10 | 100548 | .00 | 100 |
| 52 ** | OPERATING SUPPLIES | 151161 | 82053.51 | 54 | 1300811 | 1085538.65 | 84 | 93512.10 | 1300811 | 121760.25 | 91 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 2337 | 3044.14 | 130 | 28000 | 19520.70 | 70 | 791.45 | 28000 | 7687.85 | 73 |
| 53 ** | ROAD MATERIALS/SUPPLIES | 2337 | 3044.14 | 130 | 28000 | 19520.70 | 70 | 791.45 | 28000 | 7687.85 | 73 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 25- | 315.00 | 1260- | 58565 | 45472.52 | 78 | .00 | 58565 | 13092.48 | 78 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 25- | 315.00 | 1260- | 58565 | 45472.52 | 78 | .00 | 58565 | 13092.48 | 78 |
| 55-00 | TRAINING | 10617- | 2092.25 | 20- | 95546 | 49371.54 | 52 | 7830.00 | 95546 | 38344.46 | 60 |
| 55-01 | EDA PROGRAM | 837 | 3708.00 | 443 | 10000 | 7676.00 | 77 | .00 | 10000 | 2324.00 | 77 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 55 ** | TRAINING | 9780- | 5800.25 | 59- | 105546 | 57047.54 | 54 | 7830.00 | 105546 | 40668.46 | 62 |
| 56-15 | IT-RELATED OPERATING EXP | 196604 | 23723.17 | 12 | 2146632 | 602419.66 | 28 | 64554.73 | 2146632 | 1479657.61 | 31 |
| 56-16 | EMS DATA COLLECTION-BEMO | 1160 | .00 | 0 | 13865 | 13865.00 | 100 | .00 | 13865 | .00 | 100 |
| 56 ** | TECHNOLOGY SYSTEMS | 197764 | 23723.17 | 12 | 2160497 | 616284.66 | 29 | 64554.73 | 2160497 | 1479657.61 | 32 |
| 58-97 | LABOR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58-98 | EQUIPMENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58-99 | OTHER CHARGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58 ** | WORK ORDER CHARGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59-00 | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62-00 | BUILDINGS | 442133 | 69669.99 | 16 | 1490299 | 359950.44 | 24 | 127670.20 | 1490299 | 1002678.36 | 33 |
| 62-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62 ** | BUILDINGS | 442133 | 69669.99 | 16 | 1490299 | 359950.44 | 24 | 127670.20 | 1490299 | 1002678.36 | 33 |
| 63-00 | INFRASTRUCTURE | 507850 | 45896.54 | 9 | 1920138 | 371523.49 | 19 | 700663.23 | 1920138 | 847951.28 | 56 |
| 63-04 | FDOT LAP 2020-SIDEWALKS | 32- | .00 | 0 | 3348 | .00 | 0 | .00 | 3348 | 3348.00 | 0 |
| 63-07 | IMPROVE OTHER THAN BLDG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 507818 | 45896.54 | 9 | 1923486 | 371523.49 | 19 | 700663.23 | 1923486 | 851299.28 | 56 |
| 64-00 | MACHINERY & EQUIPMENT | 291854 | 176352.38 | 60 | 1566367 | 652573.84 | 42 | 231070.89 | 1566367 | 682722.27 | 56 |
| 64-01 | BC EMS GRANT 2020 AWARD | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64-15 | IT HARDWARE | 5610 | .00 | 0 | 56127 | .00 | 0 | 38850.61 | 56127 | 17276.39 | 69 |
| 64-16 | FIREHOUSE SUBS-EXTRAC EQ | 2765 | .00 | 0 | 33180 | 33180.00 | 100 | .00 | 33180 | .00 | 100 |
| 64-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64 ** | MACHINERY AND EQUIPMENT | 300229 | 176352.38 | 59 | 1655674 | 685753.84 | 41 | 269921.50 | 1655674 | 699998.66 | 58 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 68-10 | SFTWR & OTHER INTANGIBLES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68 ** | INTANGIBLE ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71-00 | DEBT SERVICE - PRINCIPAL | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71 ** | DEBT SERVICE - PRINCIPAL | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-00 | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73-00 | OTHER DEBT SVC COSTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73 ** | OTHER DEBT SVC COSTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 81-00 | AIDS TO GOVT AGENCY | 81555 | .00 | 0 | 978561 | 978561.00 | 100 | .00 | 978561 | .00 | 100 |
| 81 ** | AIDS TO GOVT AGENCY | 81555 | .00 | 0 | 978561 | 978561.00 | 100 | .00 | 978561 | .00 | 100 |
| 82-01 | ECON DEV INCENTIVE CONTR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 82 ** | AID PRIVATE ORGANIZATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 83-00 | OTHER GRANTS & AIDS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 83-01 | MISC GRANTS/DONATIONS | 10722 | .00 | 0 | 100200 | 85000.00 | 85 | .00 | 100200 | 15200.00 | 85 |
| 83-10 | CARES CRF #107-2020 | 6085 | .00 | 0 | 54741 | 54802.45 | 100 | .00 | 54741 | 61.45- | 100 |
| 83 ** | OTHER GRANTS & AIDS | 16807 | .00 | 0 | 154941 | 139802.45 | 90 | .00 | 154941 | 15138.55 | 90 |
| 91-03 | CDBG (103) | 373 | .00 | 0 | 4083 | 4084.00 | 100 | .00 | 4083 | 1.00- | 100 |
| 91-04 | BC HOME (104) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-07 | BUILDING PERMITS | 27239 | .00 | 0 | 326846 | 326846.00 | 100 | .00 | 326846 | .00 | 100 |
| 91-08 | SEC 108 LOAN GUARANTEE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-10 | CRA (110) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-11 | DIAMOND SQUARE (111) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-12 | US 1 CORRIDOR (112) | 0 | .00 | 0 | 0 | 10.00 | 0 | .00 | 0 | 10.00- | 0 |
| 91-20 | TRANSFER TO DEBT SVC 201 | 145481 | 145372.52 | 100 | 1745706 | 1745705.00 | 100 | .00 | 1745706 | 1.00 | 100 |
| 91-21 | WATER SEWER 421 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 91-23 | TO STORMWATER 423 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-25 | TO RESTRICTED ASSET 425 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-26 | WS CPTL PROJ 2018B 426 | 0 | .00 | 0 | 0 | 308.04 | 0 | .00 | 0 | 308.04- | 0 |
| 91-30 | GF CAPITAL PROJECTS 301 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-32 | CP 302 RVRFRNT/LEEWNR PK | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-33 | CP 303 FISKE BV CMPLT STR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-52 | SELF INSURANCE FUND 520 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-53 | HEALTH INSURANCE FUND 530 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 173093 | 145372.52 | 84 | 2076635 | 2076953.04 | 100 | .00 | 2076635 | 318.04- | 100 |
| FUND 001 | TOTAL ********* | | | | | | | | | | |
| | GENERAL FUND | 4986872 | 3887424.69 | 78 | 47193558 | 37315061.79 | 79 | 2151640.66 | 47193558 | 7726855.55 | 84 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 4986872 | 3887424.69 | 78 | 47193558 | 37315061.79 | 79 | 2151640.66 | 47193558 | 7726855.55 | 84 |

## FY 2021 Budget by Classification Report - Summary Listing

9/30/2021

Target for September 2021 is 100%

### FUND 421 - WATER/SEWER FUND

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| CHARGES FOR SERVICES | $ 66,526,376 | | $ 60,696,808 | $ 5,829,568 | 91% |
| INTERGOVERNMENTAL/GRANTS | $ - | | $ - | $ - | 0% |
| MISCELLANEOUS | $ 93,078 | | $ 166,975 | $ (73,897) | 179% |
| OTHER SOURCES (*NON-REVENUE) | $ 15,961,074 | | $ 276,677 | $ 15,684,397 | 2% |
| **REVENUE TOTALS** | **$ 82,580,528** | **-** | **$ 61,140,460** | **$ 21,440,068** | **74%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 17,150,012 | $ - | $ 13,904,231 | $ 3,245,781 | 81% |
| OPERATING EXPENDITURES | $ 28,323,808 | $ 2,726,983 | $ 21,860,204 | $ 3,736,621 | 87% |
| CAPITAL OUTLAY | $ 7,308,356 | $ 1,521,109 | $ 1,414,153 | $ 4,373,094 | 40% |
| GRANTS, AIDS AND OTHER | $ 29,798,352 | $ - | $ 34,748,059 | $ (4,949,707) | 117% |
| **EXPENSE TOTALS** | **$ 82,580,528** | **$ 4,248,092** | **$ 71,926,647** | **$ 6,405,789** | 92% |
| **REVENUE TOTALS** | **$ 82,580,528** | **$ -** | **$ 61,140,460** | **$ 21,440,068** | **74%** |
| **EXPENSE TOTALS** | **$ 82,580,528** | **$ 4,248,092** | **$ 71,926,647** | **$ 6,405,789** | **92%** |
| ** | **$ -** | **$ (4,248,092)** | **$ (10,786,187)** | **$ 15,034,279** | |

* Non-Revenue (Fund Balance) = 1.6 Million for PO Roll Re-budgeting and 2.8 Million for Pineda Project

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 320 | | OTHER PERMITS & FEES | | | | | | | | |
| 324 | | IMPACT FEES | | | | | | | | |
| 03 | * | IMPACT FEES - RETAIL BLDG | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 324 | ** | IMPACT FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 320 | *** | OTHER PERMITS & FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 | | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | | FEDERAL GRANTS | | | | | | | | |
| 331 | ** | FEDERAL GRANTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 334 | | STATE GRANT | | | | | | | | |
| 334 | ** | STATE GRANT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 337 | | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 337 | ** | GRANTS FROM LOCAL UNITS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 | *** | INTERGOVERNMENTAL REVENUE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 340 | | CHARGES FOR SERVICES | | | | | | | | |
| 343 | | PHYSICAL ENVIRONMENT | | | | | | | | |
| 31 | 00 | WATER SALES | 4,711,117 | 4,802,814.06 | 102 | 56,533,349 | 55,304,853.09 | 98 | 56,533,349 | 1,228,495.91 |
| 33 | 00 | WATER CONNECTION FEE | 44,593 | 51,788.58 | 116 | 535,105 | 531,936.27 | 99 | 535,105 | 3,168.73 |
| 33 | * | WATER CONNECTION FEE | 44,593 | 51,788.58 | 116 | 535,105 | 531,936.27 | 99 | 535,105 | 3,168.73 |
| 36 | 00 | WATER HYDRANT FEES | 249,225 | 303,656.88 | 122 | 2,990,667 | 3,637,893.45 | 122 | 2,990,667 | 647,226.45- |
| 39 | 06 | HYDRANT RESID FLOW TEST | 137 | 600.00 | 438 | 1,600 | 9,740.00 | 609 | 1,600 | 8,140.00- |
| 39 | 07 | BACKFLOW DEVICE TEST | 12,087 | 18,199.96 | 151 | 145,000 | 215,683.55 | 149 | 145,000 | 70,683.55- |
| 39 | 08 | JUMPER METERS | 62 | 140.00 | 226 | 700 | 2,670.00 | 381 | 700 | 1,970.00- |
| 39 | 09 | PLAN REVIEW/CONST INSPECT | 1,000 | 1,160.00 | 116 | 12,000 | 42,880.00 | 357 | 12,000 | 30,880.00- |
| 39 | 10 | BACKFLOW PRV/RLCT TEMP | 49 | 215.42 | 440 | 500 | 1,515.04 | 303 | 500 | 1,015.04- |
| 39 | * | WATER OTHER INCOME | 13,335 | 20,315.38 | 152 | 159,800 | 272,488.59 | 171 | 159,800 | 112,688.59- |
| 51 | 00 | SEWER SALES | 491,573 | 554,378.97 | 113 | 5,898,843 | 6,325,718.13 | 107 | 5,898,843 | 426,875.13- |
| 51 | * | SEWER SALES | 491,573 | 554,378.97 | 113 | 5,898,843 | 6,325,718.13 | 107 | 5,898,843 | 426,875.13- |
| 59 | 01 | GREASE TRAP PERMITS | 524 | 675.54 | 129 | 6,200 | 8,476.21 | 137 | 6,200 | 2,276.21- |
| 60 | 00 | REUSE WATER SALES | 32,951 | 32,479.02 | 99 | 395,412 | 365,969.76 | 93 | 395,412 | 29,442.24 |
| 60 | 01 | REUSE WATER INSTALLATION | 587 | 1,161.99- | 198 | 7,000 | 14,418.47 | 206 | 7,000 | 7,418.47- |
| 60 | * | REUSE WATER SALES | 33,538 | 31,317.03 | 93 | 402,412 | 380,388.23 | 95 | 402,412 | 22,023.77 |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | ********** CURRENT ESTIMATED | ACTUAL | %REV | ******** YEAR-TO-DATE ESTIMATED | ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 340 | | CHARGES FOR SERVICES | | | | | | | | |
| 343 | | PHYSICAL ENVIRONMENT | | | | | | | | |
| 343 | ** | PHYSICAL ENVIRONMENT | 5,543,905 | 5,764,946.44 | 104 | 66,526,376 | 66,461,753.97 | 100 | 66,526,376 | 64,622.03 |
| 340 | *** | CHARGES FOR SERVICES | 5,543,905 | 5,764,946.44 | 104 | 66,526,376 | 66,461,753.97 | 100 | 66,526,376 | 64,622.03 |
| 360 | | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 | 00 | INTEREST | 1,674 | 9,547.13 | 570 | 20,000 | 112,685.72 | 563 | 20,000 | 92,685.72- |
| 10 | 02 | INVESTMENT INTEREST | 1,250 | 24.08 | 2 | 15,000 | 615.22 | 4 | 15,000 | 14,384.78 |
| 10 | 11 | INTEREST/CBOS | 424 | .00 | | 5,000 | .00 | | 5,000 | 5,000.00 |
| 10 | * | INTEREST | 3,348 | 9,571.21 | 286 | 40,000 | 113,300.94 | 283 | 40,000 | 73,300.94- |
| 40 | * | GAIN/(LOSS) SALE INVEST | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 361 | ** | INTEREST & OTHER EARNINGS | 3,348 | 9,571.21 | 286 | 40,000 | 113,300.94 | 283 | 40,000 | 73,300.94- |
| 362 | | RENT AND ROYALTIES | | | | | | | | |
| 00 | 00 | RENT AND ROYALTIES | 112 | .00 | | 1,300 | 1,300.00 | 100 | 1,300 | .00 |
| 362 | ** | RENT AND ROYALTIES | 112 | .00 | | 1,300 | 1,300.00 | 100 | 1,300 | .00 |
| 364 | | DISPOSITION FIXED ASSETS | | | | | | | | |
| 10 | 00 | GAIN/(LOSS) | 0 | 23,866.50 | | 0 | 43,270.62 | | 0 | 43,270.62- |
| 364 | ** | DISPOSITION FIXED ASSETS | 0 | 23,866.50 | | 0 | 43,270.62 | | 0 | 43,270.62- |
| 365 | | SALE SURPLUS MTRLS &SCRAP | | | | | | | | |
| 00 | 00 | SALE SURPLUS MTRLS &SCRAP | 250 | .00 | | 3,000 | 12,468.89 | 416 | 3,000 | 9,468.89- |
| 365 | ** | SALE SURPLUS MTRLS &SCRAP | 250 | .00 | | 3,000 | 12,468.89 | 416 | 3,000 | 9,468.89- |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| 90 | 00 | OTHER MISC REVENUES | 4,074 | 4,840.00 | 119 | 48,778 | 34,912.31 | 72 | 48,778 | 13,865.69 |
| 90 | * | OTHER MISC REVENUES | 4,074 | 4,840.00 | 119 | 48,778 | 34,912.31 | 72 | 48,778 | 13,865.69 |
| 369 | ** | OTHER MISC REVENUES | 4,074 | 4,840.00 | 119 | 48,778 | 34,912.31 | 72 | 48,778 | 13,865.69 |
| 360 | *** | MISCELLANEOUS REVENUES | 7,784 | 38,277.71 | 492 | 93,078 | 205,252.76 | 221 | 93,078 | 112,174.76- |
| 380 | | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | | INTERFUND TRANSFER | | | | | | | | |
| 91 | 24 | RENEW & REPLACE (424) | 51,343 | .00 | | 243,052 | .00 | | 243,052 | 243,052.00 |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | ACCOUNT DESCRIPTION | ESTIMATED | CURRENT ACTUAL | %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 380 | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | INTERFUND TRANSFER | | | | | | | | |
| 91 25 | RESTRICTED ASSETS (425) | 1,452 | .00 | | 7,252 | .00 | | 7,252 | 7,252.00 |
| 91 26 | WS CPTL PROJ 2018B (426) | 55,337 | .00 | | 276,677 | 276,677.00 | 100 | 276,677 | .00 |
| 91 * | TRANSFER FROM | 108,132 | .00 | | 526,981 | 276,677.00 | 53 | 526,981 | 250,304.00 |
| 381 ** | INTERFUND TRANSFER | 108,132 | .00 | | 526,981 | 276,677.00 | 53 | 526,981 | 250,304.00 |
| 383 | INSTLMT PURCH/CAP LEASE | | | | | | | | |
| 383 ** | INSTLMT PURCH/CAP LEASE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | NON OPERATING SOURCES | | | | | | | | |
| 83 * | CONTRIBUTION VIERA | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 99 50 | FUND BAL-APPROP. RESERVES | 2,350,119 | .00 | | 15,434,092 | .00 | | 15,434,092 | 15,434,092.00 |
| 99 * | BALANCE FORWARD | 2,350,119 | .00 | | 15,434,092 | .00 | | 15,434,092 | 15,434,092.00 |
| 389 ** | NON OPERATING SOURCES | 2,350,119 | .00 | | 15,434,092 | .00 | | 15,434,092 | 15,434,092.00 |
| 380 *** | OTHER SOURCES(NON-REV) | 2,458,251 | .00 | | 15,961,073 | 276,677.00 | 2 | 15,961,073 | 15,684,396.00 |
| FUND TOTAL | WATER/SEWER FUND | 8,009,940 | 5,803,224.15 | 73 | 82,580,527 | 66,943,683.73 | 81 | 82,580,527 | 15,636,843.27 |

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-00 | EXECUTIVE SALARIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 11 ** | EXECUTIVE SALARIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-00 | REGULAR SALARIES & WAGES | 726348 | 851243.66 | 117 | 9293509 | 7592954.92 | 82 | .00 | 9293509 | 1700554.08 | 82 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 26942 | 19947.09 | 74 | 142131 | 162271.90 | 114 | .00 | 142131 | 20140.90- | 114 |
| 12 ** | REGULAR SALARIES & WAGES | 753290 | 871190.75 | 116 | 9435640 | 7755226.82 | 82 | .00 | 9435640 | 1680413.18 | 82 |
| 13-00 | OTHER SALARIES & WAGES | 60640 | 54126.62 | 89 | 727064 | 595668.72 | 82 | .00 | 727064 | 131395.28 | 82 |
| 13 ** | OTHER SALARIES & WAGES | 60640 | 54126.62 | 89 | 727064 | 595668.72 | 82 | .00 | 727064 | 131395.28 | 82 |
| 14-00 | OVERTIME | 68441 | 59885.16 | 88 | 713288 | 641382.30 | 90 | .00 | 713288 | 71905.70 | 90 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 68441 | 59885.16 | 88 | 713288 | 641382.30 | 90 | .00 | 713288 | 71905.70 | 90 |
| 15-00 | SPECIAL PAY | 150 | 150.00 | 100 | 1800 | 1800.00 | 100 | .00 | 1800 | .00 | 100 |
| 15 ** | SPECIAL PAY | 150 | 150.00 | 100 | 1800 | 1800.00 | 100 | .00 | 1800 | .00 | 100 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 1533 | 468.00 | 31 | 20870 | 20149.92 | 97 | .00 | 20870 | 720.08 | 97 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 1533 | 468.00 | 31 | 20870 | 20149.92 | 97 | .00 | 20870 | 720.08 | 97 |
| 21-00 | FICA TAXES | 68317 | 74168.12 | 109 | 818898 | 676791.55 | 83 | .00 | 818898 | 142106.45 | 83 |
| 21 ** | FICA TAXES | 68317 | 74168.12 | 109 | 818898 | 676791.55 | 83 | .00 | 818898 | 142106.45 | 83 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 105767 | 117097.24 | 111 | 1388749 | 1216090.85 | 88 | .00 | 1388749 | 172658.15 | 88 |
| 22-01 | POLICE/FIRE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 105767 | 117097.24 | 111 | 1388749 | 1216090.85 | 88 | .00 | 1388749 | 172658.15 | 88 |
| 23-00 | INSURANCES | 20987 | 21446.42 | 102 | 251635 | 185244.64 | 74 | .00 | 251635 | 66390.36 | 74 |
| 23-02 | RETIREES OTHER INSURANCES | 14388 | 19808.69 | 138 | 172579 | 157495.16 | 91 | .00 | 172579 | 15083.84 | 91 |
| 23-03 | CONTRA CIGNA SAVINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-04 | MEDICAL | 242675 | 236673.15 | 98 | 2911682 | 2049919.38 | 70 | .00 | 2911682 | 861762.62 | 70 |
| 23-05 | HEALTH RETIREES 50% | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 23-06 | HEALTH RETIREES 100% | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-07 | DENTAL INSURANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-99 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 278050 | 277928.26 | 100 | 3335896 | 2392659.18 | 72 | .00 | 3335896 | 943236.82 | 72 |
| 24-00 | WORKER'S COMPENSATION | 44478 | 44023.52 | 99 | 533024 | 458316.84 | 86 | .00 | 533024 | 74707.16 | 86 |
| 24 ** | WORKER'S COMPENSATION | 44478 | 44023.52 | 99 | 533024 | 458316.84 | 86 | .00 | 533024 | 74707.16 | 86 |
| 25-00 | UNEMPLOYMENT COMPENSATION | 19007 | .00 | 0 | 23583 | 11008.72 | 47 | .00 | 23583 | 12574.28 | 47 |
| 25 ** | UNEMPLOYMENT COMPENSATION | 19007 | .00 | 0 | 23583 | 11008.72 | 47 | .00 | 23583 | 12574.28 | 47 |
| 26-00 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 26 ** | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 27-00 | BENEFIT OFFSET | 12600 | 16314.20 | 130 | 151200 | 135135.84 | 89 | .00 | 151200 | 16064.16 | 89 |
| 27 ** | BENEFIT OFFSET | 12600 | 16314.20 | 130 | 151200 | 135135.84 | 89 | .00 | 151200 | 16064.16 | 89 |
| 31-00 | PROFESSIONAL SERVICES | 165666 | 7526.63 | 5 | 1987532 | 255644.49 | 13 | 179865.92 | 1987532 | 1552021.59 | 22 |
| 31-01 | LEGAL EXPENSES | 45645 | 11632.20 | 26 | 547421 | 140115.39 | 26 | 66322.99 | 547421 | 340982.62 | 38 |
| 31-02 | MEDICAL SERVICES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-03 | ENGINEERING SERVICES | 215107 | 51121.75 | 24 | 2005367 | 1171738.70 | 58 | 681919.50 | 2005367 | 151708.80 | 92 |
| 31-33 | EMPLOYEE HEALTH CENTER | 11874 | 11449.52 | 96 | 142389 | 120950.17 | 85 | 21438.83 | 142389 | .00 | 100 |
| 31 ** | PROFESSIONAL SERVICES | 438292 | 81730.10 | 19 | 4682709 | 1688448.75 | 36 | 949547.24 | 4682709 | 2044713.01 | 56 |
| 32-00 | ACCOUNTING & AUDITING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 32 ** | ACCOUNTING & AUDITING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-00 | CONTRACT SERVICES | 84337 | 36630.49 | 43 | 1204377 | 955297.75 | 79 | 200877.61 | 1204377 | 48201.64 | 96 |
| 34-09 | MOWING CONTRACTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-10 | COST OF GENERAL FUND SVCS | 548821 | 548810.00 | 100 | 6585764 | 6585764.00 | 100 | .00 | 6585764 | .00 | 100 |
| 34 ** | CONTRACT SERVICES | 633158 | 585440.49 | 93 | 7790141 | 7541061.75 | 97 | 200877.61 | 7790141 | 48201.64 | 99 |
| 39-00 | CONTINGENCY | 75961- | .00 | 0 | 76097 | .00 | 0 | .00 | 76097 | 76097.00 | 0 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 39-02 | BOND RESERVE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-15 | WAGE AND SALARY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39 ** | CONTINGENCY | 75961- | .00 | 0 | 76097 | .00 | 0 | .00 | 76097 | 76097.00 | 0 |
| 40-00 | TRAVEL AND PER DIEM | 568 | .00 | 0 | 16408 | 2663.51 | 16 | .00 | 16408 | 13744.49 | 16 |
| 40-01 | CAR ALLOWANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 40 ** | TRAVEL AND PER DIEM | 568 | .00 | 0 | 16408 | 2663.51 | 16 | .00 | 16408 | 13744.49 | 16 |
| 41-00 | COMMUNICATION | 17948 | 9512.75 | 53 | 210577 | 182890.70 | 87 | 12103.28 | 210577 | 15583.02 | 93 |
| 41 ** | COMMUNICATION | 17948 | 9512.75 | 53 | 210577 | 182890.70 | 87 | 12103.28 | 210577 | 15583.02 | 93 |
| 42-00 | FREIGHT & POSTAGE SERVICE | 2072 | 1305.26 | 63 | 24490 | 3375.80 | 14 | .00 | 24490 | 21114.20 | 14 |
| 42 ** | FREIGHT & POSTAGE SERVICE | 2072 | 1305.26 | 63 | 24490 | 3375.80 | 14 | .00 | 24490 | 21114.20 | 14 |
| 43-00 | ELECTRIC/WATER/SEWER | 183717 | 138144.98 | 75 | 2314307 | 1550463.30 | 67 | 539329.33 | 2314307 | 224514.37 | 90 |
| 43 ** | ELECTRIC/WATER/SEWER | 183717 | 138144.98 | 75 | 2314307 | 1550463.30 | 67 | 539329.33 | 2314307 | 224514.37 | 90 |
| 44-00 | RENTAL AND LEASES | 1207 | .00 | 0 | 37250 | 16427.81 | 44 | 3285.00 | 37250 | 17537.19 | 53 |
| 44 ** | RENTAL AND LEASES | 1207 | .00 | 0 | 37250 | 16427.81 | 44 | 3285.00 | 37250 | 17537.19 | 53 |
| 45-00 | INSURANCE | 41529 | .00 | 0 | 557551 | 527415.15 | 95 | .00 | 557551 | 30135.85 | 95 |
| 45 ** | INSURANCE | 41529 | .00 | 0 | 557551 | 527415.15 | 95 | .00 | 557551 | 30135.85 | 95 |
| 46-00 | REPAIRS & MAINTENANCE | 488562 | 294782.12 | 60 | 6415726 | 4860941.64 | 76 | 644899.52 | 6415726 | 909884.84 | 86 |
| 46-02 | REPAIR/MAINT BUILDING | 9510 | 2646.54 | 28 | 254326 | 76340.34 | 30 | 1466.50 | 254326 | 176519.16 | 31 |
| 46-03 | REPAIR/MAINT-VEHICLES | 13281 | 1021.77 | 8 | 240205 | 153478.72 | 64 | .00 | 240205 | 86726.28 | 64 |
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 511353 | 298450.43 | 58 | 6910257 | 5090760.70 | 74 | 646366.02 | 6910257 | 1173130.28 | 83 |
| 47-00 | PRINTING & BINDING | 647 | .00 | 0 | 7280 | 4250.20 | 58 | .00 | 7280 | 3029.80 | 58 |
| 47 ** | PRINTING & BINDING | 647 | .00 | 0 | 7280 | 4250.20 | 58 | .00 | 7280 | 3029.80 | 58 |
| 48-00 | PROMOTIONAL ACTIVITIES | 1674 | 150.00 | 9 | 20000 | 14130.88 | 71 | .00 | 20000 | 5869.12 | 71 |
| 48 ** | PROMOTIONAL ACTIVITIES | 1674 | 150.00 | 9 | 20000 | 14130.88 | 71 | .00 | 20000 | 5869.12 | 71 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 49-00 | OTHER CHARGES & OBLIG. | 12723 | 398.57- | 3- | 72127 | 63592.65 | 88 | .00 | 72127 | 8534.35 | 88 |
| 49-02 | ADVERTISING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 0 | 166321.52 | 0 | 0 | 109936.95 | 0 | .00 | 0 | 109936.95- | 0 |
| 49-08 | CASH OVER & UNDER | 0 | 25.00 | 0 | 0 | 71.13- | 0 | .00 | 0 | 71.13 | 0 |
| 49-09 | DOCUMENT RECORDING CHGS | 250 | 220.00- | 88- | 3000 | 5850.00- | 195- | .00 | 3000 | 8850.00 | 195- |
| 49-15 | OBSOLETE INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-17 | DAMAGED INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49 ** | OTHER CHARGES & OBLIG. | 12973 | 165727.95 | 1278 | 75127 | 167608.47 | 223 | .00 | 75127 | 92481.47- | 223 |
| 51-00 | OFFICE SUPPLIES | 1459 | 1691.53 | 116 | 21402 | 10713.40 | 50 | .00 | 21402 | 10688.60 | 50 |
| 51 ** | OFFICE SUPPLIES | 1459 | 1691.53 | 116 | 21402 | 10713.40 | 50 | .00 | 21402 | 10688.60 | 50 |
| 52-00 | OPERATING SUPPLIES | 103006 | 33574.51 | 33 | 826376 | 722506.51 | 87 | 30791.12 | 826376 | 73078.37 | 91 |
| 52-07 | JANITORIAL SUPPLIES | 781 | 1209.87 | 155 | 9240 | 5584.20 | 60 | .00 | 9240 | 3655.80 | 60 |
| 52-09 | CHEMICALS | 322990 | 239790.47 | 74 | 3860792 | 3599070.31 | 93 | 248541.61 | 3860792 | 13180.08 | 100 |
| 52-30 | FUEL OIL & LUBRICANTS | 39382 | 38658.44 | 98 | 323789 | 258269.47 | 80 | 49432.59 | 323789 | 16086.94 | 95 |
| 52-33 | EMPLOYEE HEALTH CENTER | 6027 | 5000.45 | 83 | 72324 | 48693.56 | 67 | 23630.44 | 72324 | .00 | 100 |
| 52 ** | OPERATING SUPPLIES | 472186 | 318233.74 | 67 | 5092521 | 4634124.05 | 91 | 352395.76 | 5092521 | 106001.19 | 98 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 4522 | 8093.18 | 179 | 37000 | 38046.19 | 103 | 910.71 | 37000 | 1956.90- | 105 |
| 53 ** | ROAD MATERIALS/SUPPLIES | 4522 | 8093.18 | 179 | 37000 | 38046.19 | 103 | 910.71 | 37000 | 1956.90- | 105 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 2888 | .00 | 0 | 38556 | 34555.49 | 90 | .00 | 38556 | 4000.51 | 90 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 2888 | .00 | 0 | 38556 | 34555.49 | 90 | .00 | 38556 | 4000.51 | 90 |
| 55-00 | TRAINING | 5721- | 4699.00 | 82- | 66399 | 42390.85 | 64 | 7700.00 | 66399 | 16308.15 | 75 |
| 55-01 | EDA PROGRAM | 0 | 333.18 | 0 | 0 | 333.18 | 0 | .00 | 0 | 333.18- | 0 |
| 55 ** | TRAINING | 5721- | 5032.18 | 88- | 66399 | 42724.03 | 64 | 7700.00 | 66399 | 15974.97 | 76 |
| 56-00 | TECHNOLOGY SYSTEMS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 56-15 | IT-RELATED OPERATING EXP | 33840 | 23000.00 | 68 | 345737 | 310543.45 | 90 | 14468.38 | 345737 | 20725.17 | 94 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 56 ** | TECHNOLOGY SYSTEMS | 33840 | 23000.00 | 68 | 345737 | 310543.45 | 90 | 14468.38 | 345737 | 20725.17 | 94 |
| 59-00 | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62-00 | BUILDINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62 ** | BUILDINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-00 | INFRASTRUCTURE | 1569745 | 812125.75 | 52 | 6232030 | 1191858.66 | 19 | 1134465.61 | 6232030 | 3905705.73 | 37 |
| 63-06 | FDEM H0477 LS#1 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-07 | IMPROVE OTHER THAN BLDG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 1569745 | 812125.75 | 52 | 6232030 | 1191858.66 | 19 | 1134465.61 | 6232030 | 3905705.73 | 37 |
| 64-00 | MACHINERY & EQUIPMENT | 89104 | 5445.42 | 6 | 946326 | 646112.12 | 68 | 265247.00 | 946326 | 34966.88 | 96 |
| 64-15 | IT HARDWARE | 8470 | .00 | 0 | 130000 | .00 | 0 | 121396.61 | 130000 | 8603.39 | 93 |
| 64 ** | MACHINERY & EQUIPMENT | 97574 | 5445.42 | 6 | 1076326 | 646112.12 | 60 | 386643.61 | 1076326 | 43570.27 | 96 |
| 65-00 | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 65 ** | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68-10 | SFTWR & OTHER INTANGIBLES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68 ** | INTANGIBLE ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 69-99 | PROPRIETARY FUNDS ONLY | 0 | 423818.06- | 0 | 0 | 423818.06- | 0 | .00 | 0 | 423818.06 | 0 |
| 69 ** | CONTRA FIXED ASSET | 0 | 423818.06- | 0 | 0 | 423818.06- | 0 | .00 | 0 | 423818.06 | 0 |
| 71-20 | SERIES 2020 | 0 | 60020.00- | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71 ** | DEBT SERVICE - PRINCIPAL | 0 | 60020.00- | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-20 | W/S SERIES 2020 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73-00 | OTHER DEBT SERVICE COST | 0 | .00 | 0 | 75000 | 71200.00 | 95 | .00 | 75000 | 3800.00 | 95 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 73 ** | OTHER DEBT SERVICE COST | 0 | .00 | 0 | 75000 | 71200.00 | 95 | .00 | 75000 | 3800.00 | 95 |
| 82-00 | AID TO PRIVATE ORGANIZAT | 100 | .00 | 0 | 1200 | .00 | 0 | .00 | 1200 | 1200.00 | 0 |
| 82-01 | ECON DEV INCENTIVE CONTR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 82 ** | AID TO PRIVATE ORGANIZAT | 100 | .00 | 0 | 1200 | .00 | 0 | .00 | 1200 | 1200.00 | 0 |
| 91-01 | TRANSFER TO GEN FUND 001 | 638126 | 650865.63 | 102 | 7810388 | 7810388.00 | 100 | .00 | 7810388 | .00 | 100 |
| 91-23 | TO STORMWATER 423 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-24 | RENEWAL & REPLACE 424 | 1063857 | .00 | 0 | 12050035 | 11484879.00 | 95 | .00 | 12050035 | 565156.00 | 95 |
| 91-25 | TO RESTRICTED ASSET 425 | 629918 | 6092169.77 | 967 | 7559005 | 13078713.87 | 173 | .00 | 7559005 | 5519708.87- | 173 |
| 91-26 | WS CPTL PROJ 2018B 426 | 185547 | .00 | 0 | 927731 | 927884.86 | 100 | .00 | 927731 | 153.86- | 100 |
| 91-27 | TO TCR/SJR PROJECT 427 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-30 | GF CAPITAL PROJECTS 301 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-42 | IMPACT FEES FUND 424 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-52 | SELF INSURANCE FUND 520 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-53 | HEALTH INSURANCE FUND 530 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 2517448 | 6743035.40 | 268 | 28347159 | 33301865.73 | 118 | .00 | 28347159 | 4954706.73- | 118 |
| 95-01 | 6% ILO FRANCHISE FEE | 114591 | 114582.75 | 100 | 1374993 | 1374993.00 | 100 | .00 | 1374993 | .00 | 100 |
| 95 ** | NONOPERATING | 114591 | 114582.75 | 100 | 1374993 | 1374993.00 | 100 | .00 | 1374993 | .00 | 100 |
| FUND 421 | TOTAL ********* WATER/SEWER FUND | 7990082 | 10343215.72 | 130 | 82580529 | 71926645.82 | 87 | 4248092.55 | 82580529 | 6405790.63 | 92 |
| GRAND | TOTAL ********* | 7990082 | 10343215.72 | 130 | 82580529 | 71926645.82 | 87 | 4248092.55 | 82580529 | 6405790.63 | 92 |

Clean up

## FY 2021 Budget by Classification Report - Summary Listing

9/30/2021

Target for September 2021 is 100%

### FUND 423 - STORMWATER FUND

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| *STORMWATER ASSESSMENT | $ 1,811,269 | | $ 1,868,998 | $ (57,729) | 103% |
| CHARGES FOR SERVICES | $ - | | $ (812) | $ 812 | 100% |
| INTERGOVERNMENTAL/GRANT | $ - | | $ 1,497 | $ (1,497) | 0% |
| MISCELLANEOUS | $ - | | $ 8,596 | $ (8,596) | 100% |
| OTHER SOURCES (NON-REVENUE) | $ 138,277 | | $ - | $ 138,277 | 0% |
| **REVENUE TOTALS** | **$ 1,949,546** | **$ -** | **$ 1,878,280** | **$ 71,266** | **96%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 567,588 | $ - | $ 503,483 | $ 64,105 | 89% |
| OPERATING EXPENDITURES | $ 822,234 | $ 52,855 | $ 540,861 | $ 228,518 | 72% |
| CAPITAL OUTLAY | $ 559,724 | $ 206,278 | $ 281,715 | $ 71,731 | 87% |
| OTHER SOURCES (NON-REVENUE) | $ - | $ - | $ 18 | $ (18) | |
| **EXPENSE TOTALS** | **$ 1,949,546** | **$ 259,133** | **$ 1,326,077** | **$ 364,336** | **81%** |
| **REVENUE TOTALS** | **$ 1,949,546** | **$ -** | **$ 1,878,280** | **$ 71,266** | **96%** |
| **EXPENSE TOTALS** | **$ 1,949,546** | **$ 259,133** | **$ 1,326,077** | **$ 364,336** | **81%** |
| | **$ -** | **$ (259,133)** | **$ 552,203** | **$ (293,070)** | |

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

| ACCOUNT | ACCOUNT DESCRIPTION | ********** CURRENT ESTIMATED | ACTUAL | %REV | ******** YEAR-TO-DATE ESTIMATED | ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 320 | OTHER PERMITS & FEES | | | | | | | | |
| 325 | SPECIAL ASSESSMENT | | | | | | | | |
| 23 01 | CHARGES FOR PUBLIC SVCS | 0 | .00 | | 1,661,269 | 1,777,632.46 | 107 | 1,661,269 | 116,363.46- |
| 23 02 | DELINQUENT TAX | 0 | .00 | | 0 | 148.77 | | 0 | 148.77- |
| 23 03 | PENALTIES | 0 | .00 | | 0 | 4,479.58 | | 0 | 4,479.58- |
| 23 04 | TAX CERTIFICATES | 0 | .00 | | 150,000 | 86,737.21 | 58 | 150,000 | 63,262.79 |
| 23 * | STORMWATER | 0 | .00 | | 1,811,269 | 1,868,998.02 | 103 | 1,811,269 | 57,729.02- |
| 325 ** | SPECIAL ASSESSMENT | 0 | .00 | | 1,811,269 | 1,868,998.02 | 103 | 1,811,269 | 57,729.02- |
| 320 *** | OTHER PERMITS & FEES | 0 | .00 | | 1,811,269 | 1,868,998.02 | 103 | 1,811,269 | 57,729.02- |
| 330 | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | FEDERAL GRANTS | | | | | | | | |
| 331 ** | FEDERAL GRANTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 338 | SHARED REVENUE LOCAL UNIT | | | | | | | | |
| 10 00 | SHARED REV - BREVARD CTY | 0 | .00 | | 0 | 1,497.00 | | 0 | 1,497.00- |
| 10 * | SHARED REV - BREVARD CTY | 0 | .00 | | 0 | 1,497.00 | | 0 | 1,497.00- |
| 338 ** | SHARED REVENUE LOCAL UNIT | 0 | .00 | | 0 | 1,497.00 | | 0 | 1,497.00- |
| 330 *** | INTERGOVERNMENTAL REVENUE | 0 | .00 | | 0 | 1,497.00 | | 0 | 1,497.00- |
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 343 | PHYSICAL ENVIRONMENT | | | | | | | | |
| 91 00 | STORMWATER FEES | 0 | 7.28 | | 0 | 811.57- | | 0 | 811.57 |
| 91 * | STORMWATER FEES | 0 | 7.28 | | 0 | 811.57- | | 0 | 811.57 |
| 343 ** | PHYSICAL ENVIRONMENT | 0 | 7.28 | | 0 | 811.57- | | 0 | 811.57 |
| 340 *** | CHARGES FOR SERVICES | 0 | 7.28 | | 0 | 811.57- | | 0 | 811.57 |
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 00 | INTEREST | 0 | 757.12 | | 0 | 8,590.22 | | 0 | 8,590.22- |
| 10 10 | SBA | 0 | .29 | | 0 | 6.27 | | 0 | 6.27- |
| 10 * | INTEREST | 0 | 757.41 | | 0 | 8,596.49 | | 0 | 8,596.49- |
| 40 * | GAIN/(LOSS) SALE INVEST | 0 | .00 | | 0 | .00 | | 0 | .00 |

FUND 423 STORMWATER UTILITY

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 360 | | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | | INTEREST & OTHER EARNINGS | | | | | | | | |
| 361 | ** | INTEREST & OTHER EARNINGS | 0 | 757.41 | | 0 | 8,596.49 | | 0 | 8,596.49- |
| 364 | | DISPOSITION FIXED ASSETS | | | | | | | | |
| 364 | ** | DISPOSITION FIXED ASSETS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| 369 | ** | OTHER MISC REVENUES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 360 | *** | MISCELLANEOUS REVENUES | 0 | 757.41 | | 0 | 8,596.49 | | 0 | 8,596.49- |
| 380 | | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | | INTERFUND TRANSFER | | | | | | | | |
| 91 | * | TRANSFER FROM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 381 | ** | INTERFUND TRANSFER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | | NON OPERATING SOURCES | | | | | | | | |
| 99 | 50 | FUND BAL-APPROP. RESERVES | 13,825 | .00 | | 138,277 | .00 | | 138,277 | 138,277.00 |
| 99 | * | BALANCE FORWARD | 13,825 | .00 | | 138,277 | .00 | | 138,277 | 138,277.00 |
| 389 | ** | NON OPERATING SOURCES | 13,825 | .00 | | 138,277 | .00 | | 138,277 | 138,277.00 |
| 380 | *** | OTHER SOURCES(NON-REV) | 13,825 | .00 | | 138,277 | .00 | | 138,277 | 138,277.00 |
| FUND TOTAL | | STORMWATER UTILITY | 13,825 | 764.69 | 6 | 1,949,546 | 1,878,279.94 | 96 | 1,949,546 | 71,266.06 |

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-00 | REGULAR SALARIES & WAGES | 24378 | 33587.06 | 138 | 336553 | 310999.38 | 92 | .00 | 336553 | 25553.62 | 92 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 229 | .00 | 0 | 2404 | 2403.27 | 100 | .00 | 2404 | .73 | 100 |
| 12 ** | REGULAR SALARIES & WAGES | 24607 | 33587.06 | 137 | 338957 | 313402.65 | 93 | .00 | 338957 | 25554.35 | 93 |
| 13-00 | OTHER SALARIES & WAGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 13 ** | OTHER SALARIES & WAGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14-00 | OVERTIME | 362 | 122.68 | 34 | 3499 | 3660.41 | 105 | .00 | 3499 | 161.41- | 105 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 362 | 122.68 | 34 | 3499 | 3660.41 | 105 | .00 | 3499 | 161.41- | 105 |
| 15-00 | SPECIAL PAY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 15 ** | SPECIAL PAY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 110 | .00 | 0 | 720 | 720.00 | 100 | .00 | 720 | .00 | 100 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 110 | .00 | 0 | 720 | 720.00 | 100 | .00 | 720 | .00 | 100 |
| 21-00 | FICA TAXES | 2211 | 2521.38 | 114 | 26461 | 23828.64 | 90 | .00 | 26461 | 2632.36 | 90 |
| 21 ** | FICA TAXES | 2211 | 2521.38 | 114 | 26461 | 23828.64 | 90 | .00 | 26461 | 2632.36 | 90 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 2918 | 3647.38 | 125 | 34837 | 32283.79 | 93 | .00 | 34837 | 2553.21 | 93 |
| 22-01 | POLICE/FIRE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 2918 | 3647.38 | 125 | 34837 | 32283.79 | 93 | .00 | 34837 | 2553.21 | 93 |
| 23-00 | INSURANCES | 624 | 791.87 | 127 | 7488 | 6001.30 | 80 | .00 | 7488 | 1486.70 | 80 |
| 23-03 | CONTRA CIGNA SAVINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-04 | MEDICAL | 8485 | 9358.55 | 110 | 101710 | 73000.75 | 72 | .00 | 101710 | 28709.25 | 72 |
| 23-07 | DENTAL INSURANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-99 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 9109 | 10150.42 | 111 | 109198 | 79002.05 | 72 | .00 | 109198 | 30195.95 | 72 |
| 24-00 | WORKER'S COMPENSATION | 4103 | 4333.84 | 106 | 49116 | 45764.14 | 93 | .00 | 49116 | 3351.86 | 93 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 24 ** | WORKER'S COMPENSATION | 4103 | 4333.84 | 106 | 49116 | 45764.14 | 93 | .00 | 49116 | 3351.86 | 93 |
| 26-00 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 26 ** | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 27-00 | BENEFIT OFFSET | 400 | 579.46 | 145 | 4800 | 4821.02 | 100 | .00 | 4800 | 21.02- | 100 |
| 27 ** | BENEFIT OFFSET | 400 | 579.46 | 145 | 4800 | 4821.02 | 100 | .00 | 4800 | 21.02- | 100 |
| 31-00 | PROFESSIONAL SERVICES | 12714- | 11970.70 | 94- | 77632 | 68802.70 | 89 | 15508.15 | 77632 | 6678.85- | 109 |
| 31-01 | LEGAL EXPENSES | 49 | .00 | 0 | 500 | .00 | 0 | .00 | 500 | 500.00 | 0 |
| 31-33 | EMPLOYEE HEALTH CENTER | 577 | 558.51 | 97 | 6946 | 5900.02 | 85 | 1045.98 | 6946 | .00 | 100 |
| 31 ** | PROFESSIONAL SERVICES | 12088- | 12529.21 | 104- | 85078 | 74702.72 | 88 | 16554.13 | 85078 | 6178.85- | 107 |
| 34-00 | CONTRACT SERVICES | 4221 | .00 | 0 | 44979 | 34507.49 | 77 | .00 | 44979 | 10471.51 | 77 |
| 34-10 | COST OF GENERAL FUND SVCS | 14607 | 14901.00 | 102 | 180770 | 178768.00 | 99 | .00 | 180770 | 2002.00 | 99 |
| 34 ** | CONTRACT SERVICES | 18828 | 14901.00 | 79 | 225749 | 213275.49 | 95 | .00 | 225749 | 12473.51 | 95 |
| 39-00 | CONTINGENCY | 7634 | .00 | 0 | 198762 | .00 | 0 | .00 | 198762 | 198762.00 | 0 |
| 39 ** | CONTINGENCY | 7634 | .00 | 0 | 198762 | .00 | 0 | .00 | 198762 | 198762.00 | 0 |
| 40-00 | TRAVEL & PER DIEM | 243 | .00 | 0 | 2850 | .00 | 0 | .00 | 2850 | 2850.00 | 0 |
| 40 ** | TRAVEL & PER DIEM | 243 | .00 | 0 | 2850 | .00 | 0 | .00 | 2850 | 2850.00 | 0 |
| 41-00 | COMMUNICATION | 186 | 227.40 | 122 | 2232 | 2200.51 | 99 | 31.49 | 2232 | .00 | 100 |
| 41 ** | COMMUNICATION | 186 | 227.40 | 122 | 2232 | 2200.51 | 99 | 31.49 | 2232 | .00 | 100 |
| 42-00 | POSTAGE & FREIGHT | 49 | 22.81 | 47 | 500 | 211.44 | 42 | .00 | 500 | 288.56 | 42 |
| 42 ** | POSTAGE & FREIGHT | 49 | 22.81 | 47 | 500 | 211.44 | 42 | .00 | 500 | 288.56 | 42 |
| 43-00 | ELECTRIC/WATER/SEWER | 1520 | 898.97 | 59 | 18240 | 9882.55 | 54 | 7253.25 | 18240 | 1104.20 | 94 |
| 43 ** | ELECTRIC/WATER/SEWER | 1520 | 898.97 | 59 | 18240 | 9882.55 | 54 | 7253.25 | 18240 | 1104.20 | 94 |
| 44-00 | RENTALS AND LEASES | 8962 | .00 | 0 | 20000 | 250.00 | 1 | 19750.00 | 20000 | .00 | 100 |
| 44 ** | RENTALS AND LEASES | 8962 | .00 | 0 | 20000 | 250.00 | 1 | 19750.00 | 20000 | .00 | 100 |
| 45-00 | INSURANCE | 1657 | .00 | 0 | 11504 | 11503.40 | 100 | .00 | 11504 | .60 | 100 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 45 ** | INSURANCE | 1657 | .00 | 0 | 11504 | 11503.40 | 100 | .00 | 11504 | .60 | 100 |
| 46-00 | REPAIRS & MAINTENANCE | 23457 | 2450.00 | 10 | 169655 | 170017.12 | 100 | 6675.00 | 169655 | 7037.12- | 104 |
| 46-02 | REPAIR/MAINT BUILDING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46-03 | REPAIR/MAINT-VEHICLES | 3700 | 1129.95 | 31 | 44400 | 26638.01 | 60 | .00 | 44400 | 17761.99 | 60 |
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 27157 | 3579.95 | 13 | 214055 | 196655.13 | 92 | 6675.00 | 214055 | 10724.87 | 95 |
| 47-00 | PRINTING & BINDING | 87 | .00 | 0 | 1000 | .00 | 0 | .00 | 1000 | 1000.00 | 0 |
| 47 ** | PRINTING & BINDING | 87 | .00 | 0 | 1000 | .00 | 0 | .00 | 1000 | 1000.00 | 0 |
| 49-00 | OTHER CHARGES & OBLIG. | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 0 | 1703.11 | 0 | 0 | 597.62- | 0 | .00 | 0 | 597.62 | 0 |
| 49-15 | OBSOLETE INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49 ** | OTHER CHARGES & OBLIG. | 0 | 1703.11 | 0 | 0 | 597.62- | 0 | .00 | 0 | 597.62 | 0 |
| 51-00 | OFFICE SUPPLIES | 49 | .00 | 0 | 500 | 105.76 | 21 | .00 | 500 | 394.24 | 21 |
| 51 ** | OFFICE SUPPLIES | 49 | .00 | 0 | 500 | 105.76 | 21 | .00 | 500 | 394.24 | 21 |
| 52-00 | OPERATING SUPPLIES | 4510- | 294.39 | 7- | 7172 | 7397.93 | 103 | 518.07 | 7172 | 744.00- | 110 |
| 52-07 | JANITORIAL SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-30 | FUEL OIL & LUBRICANTS | 9022 | 3213.53 | 36 | 24064 | 18792.59 | 78 | .00 | 24064 | 5271.41 | 78 |
| 52-33 | EMPLOYEE HEALTH CENTER | 294 | 243.89 | 83 | 3528 | 2375.19 | 67 | 1152.81 | 3528 | .00 | 100 |
| 52 ** | OPERATING SUPPLIES | 4806 | 3751.81 | 78 | 34764 | 28565.71 | 82 | 1670.88 | 34764 | 4527.41 | 87 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 53 ** | ROAD MATERIALS/SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 68 | .00 | 0 | 750 | 165.00 | 22 | .00 | 750 | 585.00 | 22 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 68 | .00 | 0 | 750 | 165.00 | 22 | .00 | 750 | 585.00 | 22 |
| 55-00 | TRAINING | 318 | 422.28 | 133 | 3750 | 2560.78 | 68 | .00 | 3750 | 1189.22 | 68 |
| 55 ** | TRAINING | 318 | 422.28 | 133 | 3750 | 2560.78 | 68 | .00 | 3750 | 1189.22 | 68 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 56-15 | IT-RELATED OPERATING EXP | 358 | .00 | 0 | 2500 | 1380.00 | 55 | 920.00 | 2500 | 200.00 | 92 |
| 56 ** | TECHNOLOGY SYSTEMS | 358 | .00 | 0 | 2500 | 1380.00 | 55 | 920.00 | 2500 | 200.00 | 92 |
| 59-00 | DEPRECIATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-00 | INFRASTRUCTURE | 7295- | 3456.00- | 47 | 285969 | 136170.50 | 48 | 77095.54 | 285969 | 72702.96 | 75 |
| 63-07 | IMPROVE OTHER THAN BLDG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 7295- | 3456.00- | 47 | 285969 | 136170.50 | 48 | 77095.54 | 285969 | 72702.96 | 75 |
| 64-00 | MACHINERY & EQUIPMENT | 67279 | .00 | 0 | 273755 | 145544.00 | 53 | 129181.97 | 273755 | 970.97- | 100 |
| 64-15 | IT HARDWARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64 ** | MACHINERY & EQUIPMENT | 67279 | .00 | 0 | 273755 | 145544.00 | 53 | 129181.97 | 273755 | 970.97- | 100 |
| 69-99 | PROPRIETARY FUND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 69 ** | CONTRA FIXED ASSET | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-00 | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-01 | TRANSFER TO GEN FUND 001 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-21 | WATER SEWER 421 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-26 | WS CPTL PROJ 2018B 426 | 0 | .00 | 0 | 0 | 18.22 | 0 | .00 | 0 | 18.22- | 0 |
| 91-30 | GF CAPITAL PROJECTS 301 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 0 | .00 | 0 | 0 | 18.22 | 0 | .00 | 0 | 18.22- | 0 |
| FUND 423 | TOTAL ********* STORMWATER UTILITY | 163638 | 89522.76 | 55 | 1949546 | 1326076.29 | 68 | 259132.26 | 1949546 | 364337.45 | 81 |
| GRAND | TOTAL ********* | 163638 | 89522.76 | 55 | 1949546 | 1326076.29 | 68 | 259132.26 | 1949546 | 364337.45 | 81 |

# City of Cocoa

65 Stone Street
Cocoa, FL 32922

## Detailed Staff Report

### File Number: 21-693

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 21-693 | **Type:** | Informational Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Agenda Section:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/12/2021 |
| **Subject:** | | | | **Final Action:** | |

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

**Internal Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | CM-Change Orders 9-30-21.pdf | **Enactment Number:** | |
| **Recommendation:** | | **Hearing Date:** | |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

## FY2021 Change Orders - CM authorized to execute

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # (applied to contingency) | All Fiscal Years Cumulative (as of: 9/30/2021) | FY20 Cum. | FY21 Cum. | FY2021 Expenditures | FY2020 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **WS21OU** | Ozone | | | | | | | | | | |
| Op. Rev. | | 1,187,074.00 | 8/24/2021 | 2021-079 | | | | | | | |
| Project Manager: | | 108,000.00 | contingency and other costs authorized | | | | | | | | |
| account # | 424-4020-536.63-00 | 1,079,074.00 | exp authorized before contingency | | | | Cumulative | FY20 cum | FY21 cum | | |
| | **Vortex Services** | | | FY2021 | 43248 | 1,079,074.00 | $ 1,079,074.00 | | $ 1,079,074.00 | | |
| | **PO#78445** | | | | | | | | | | |
| | | 108,000 | | | | | | | | | |
| **WS21WS** | Sulfurators | | | | | | | | | | |
| Op. Rev. | | 251,900.00 | 4/27/2021 and 7/27/21 (Additional Contingency) | 2021-035 & 2021-065 | | | | | | | |
| Project Manager: | | 53,950.00 | contingency and other costs authorized | | | | | | | | |
| account # | 424-4020-536.63-00 | 197,950.00 | exp authorized before contingency | | | | Cumulative | FY20 cum | FY21 cum | | |
| | **Vortex Services** | | | FY2021 | 42724 | 197,950.00 | $ 251,900.00 | | $ 251,900.00 | $ 106,475.00 | |
| | **PO#78016** | | | CO#1 | 43114 | 53,950.00 | | | | | |
| | | - | | | | | | | | | |
| **WS21FM** | | | | | | | | | | | |
| Op. Rev. | | 256,410.00 | 12/8/2020 | 2020-250 | | | | | | | |
| Project Manager: | | 23,310.00 | contingency and other costs authorized | | | | | | | | |
| account # | 421-4055-536.63-00 | 233,100.00 | exp authorized before contingency | | | | Cumulative | FY20 cum | FY21 cum | | |
| | **Danus Utility** | | | FY2021 | 42151 | 233,100.00 | $ 233,100.00 | | $ 233,100.00 | $ - | |
| | **Contractor PO# 77555** | | | | | | | | | | |
| | | 23,310 | | | | | | | | | |
| **WS1404** | | | | | | | | | | | |
| Op. Rev. | | 2,616,301.00 | 11/10/2020 | 2020-229 | | | | | | | |
| Project Manager: | | 237,845.00 | contingency and other costs authorized | | | | | | | | |
| account # | 426-4055-536.63-00 | 2,378,456.00 | exp authorized before contingency | | | | Cumulative | FY20 cum | FY21 cum | | |
| | **Integrated Fire and Security Solutions** | | | FY2021 | 42305 | 2,378,456.00 | $ 2,378,456.00 | | $ 2,378,456.00 | $ 882,812.20 | |
| | **Contractor PO# 77691** | | | | | | | | | | |
| | | 237,845 | | | | | | | | | |

| Project # | Project Description + Details | Construction contract not to exceed $ | Date Approved | Resolution # | Requisition # | Requisition $ by Account # | All Fiscal Years Cumulative | FY20 Cum. | FY21 Cum. | FY2021 Expenditures | FY2020 Expenditures |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **WS1001** | Industrial Park Pump Station | | | | | | | | | | |
| Op. Rev. | | 4,889,500.00 | 11/25/14, VIII.8 | 2014-138 | | | | | | | |
| Project Manager Utilities | | 444,500.00 | 10% contingency authorized | | | 63-00 | | | | | |
| account #421-4055-536.63-00 | | 4,445,000.00 | exp authorized before contingency | | | | Cumulative | FY20 cum | FY21 cum | | |
| | **Brandes Design-Build. PO #67318/69608/71924** | | FY15 PO Issue | FY 2015 | 26451 | 4,445,000.00 | 4,445,000.00 | | | | |
| | Bid No. B-15-01-COC | | *CO #1 for electric actuated butterfly valves* | FY 2015 | 27931 | 41,985.41 | 4,486,985.41 | | | | |
| | | | *CO#2 for necessary modifications to electrical design* | FY 2015 | 28332 | 14,574.50 | 4,501,559.91 | | | | |
| | Quentin Hampton P.O. #67460/69493 | | *PO 65207 FY15 Year-End PO Liquidation* | | | (1,542,102.38) | 2,959,457.53 | | | | |
| | | | *FY16 PO Issue PO# 67318* | FY2016 | 29192 | 1,542,102.38 | 4,501,559.91 | | | | |
| | **Mead & Hunt (formerly QLH) PO #70943/71880** | | *TO 2015-67 P.O. 67455 TO CH2M for Scada Programing* | | 29315 | 21,434.07 | 4,522,993.98 | | | | |
| | | | *PO# 67460 to QLH for SDC* | | 29381 | 53,001.11 | 4,575,995.09 | | | | |
| | **CH2M Hill PO #67455/** | | *CO # 1 PO 67460 Additional Services Industrial Park* | | 29593 | 23,033.00 | 4,599,028.09 | | | | |
| | | | *CO#1 PO 67318* | | 29647 | 53,686.38 | 4,652,714.47 | | | | |
| | **RM Packard $ Assoc. Inc. 73686** | | *CO#2 install electronic indicators PO 67318* | | 30007 | 8,917.65 | 4,661,632.12 | | | | |
| | | | *CO#2 additional inspection services PO# 67460* | | 30758 | 18,000.00 | 4,679,632.12 | | | | |
| | | | *PO 67318 FY16 Year-End PO Liquidation* | | | (806,347.80) | 3,873,284.32 | | | | |
| | | | *PO 67460 FY16 Year-End PO Liquidation* | | | (26,064.34) | 3,847,219.98 | | | | |
| | | | *PO 67455 FY16 Year-End PO Liquidation* | | | (12,619.15) | 3,834,600.83 | | | | |
| | | | *PO#69493 Quentin Hampton (reissue PO#67460)* | FY 2017 | 31910 | 26,064.34 | 3,860,665.17 | | | | |
| | | | *PO#69608 Brandes Design-Build (reissue PO#67318)* | | 31980 | 806,347.80 | 4,667,012.97 | | | | |
| | | | *PO#69493 QLH liquidated balance; reissue to Mead and Hunt* | | 33725 | (11,284.39) | 4,655,728.58 | | | | |
| | | | *PO#70943 Mead & Hunt (reissue PO#69493)* | | 33736 | 11,284.39 | 4,667,012.97 | | | | |
| | | | | | | | 4,667,012.97 | | | | |
| | | | *PO#69608 Brandes Design-Build (reissue PO#67318)* | | 31980 | (420,315.30) | 4,246,697.67 | | | | |
| | | | *PO#70943 Mead & Hunt (reissue PO#69493)* | | 33736 | (9,984.39) | 4,236,713.28 | | | | |
| | | | *PO#71924 Brandes Design-Build (reissue PO#69608)* | FY2018 | 34892 | 420,315.30 | 4,657,028.58 | | | | |
| | | | | | 34893 | 9,984.39 | $ 4,667,012.97 | | | | |
| | | | *PO#73686* | FY2019 | | 1,000.00 | | | | | |
| | | 209,868 | ^contingency balance--> | | | | | | | | |
| **WS1222** | BNR Process Improvements | | | | | | | | | | |
| DER restricted + Op.Rev | | 3,356,475.06 | 08/13/13 VIII.7 | 2013-083 | | | | | | | |
| account #421-4120-536.63-00 + 64-00 | | 603,099.13 | contingency authorized | | | | | | | | |
| | | 2,753,375.93 | constr' exp authorized before contingency | | | | | | | | |
| | | | | 2018-083 | | | | | | | |
| | | 86,000 | 7/28/15 VIII. 3. for **Maxwell Contracting** | 2015-037 | | | | | | | |
| *$5k reimburse check for overpmt of retainage in error - NOT a change order* | | 10,000 | contingency authorized for emergency task order | | | | | | | | |
| | | 76,000 | Emergency Task Order authorized ($76k before task order contingency) | | | 63-00 64-00 | Cumulative | FY20 cum | FY21 cum | | |
| | **Brandes Design-Build, Inc. FY2013 PO# 62086** | | | | | | | | | | |
| | Bid No. B-13-11-COC | | | | | | | | | | |
| | **Brandes Design-Build, Inc. FY2014 PO# 62605** | | | FY2013 | 22658 | 1,250,550.00 1,528,450.00 | 2,779,000.00 | | | | |
| | **Brandes Design-Build, Inc. FY2015 PO# 64940** | | FY13 Year-End PO Liquidation | | | (1,200,550.00) (1,528,450.00) | | | | | |
| | | | FY14 PO Reissue | FY2014 | 23304 | 1,200,550.00 1,528,450.00 | 2,779,000.00 | | | | |
| | **Brandes Design-Build, Inc. FY2016 PO# 67346** | | CO #1 Modification to drain lines in BNR tanks | | 24840 | 22,776.29 | 2,801,776.29 | | | | |
| | **CDM Smith FY2016 PO# 67329 + 67528 + 67529** | | FY14 Year-End PO Liquidation | | | (728,344.56) | 2,073,431.73 | | | | |
| | **JoBear Contracting FY2016 PO# 68561** | | FY15 PO Reissue | FY2015 | 26276 | 728,344.56 | 2,801,776.29 | | | | |
| | | | CO #2 Exploratory excavation | | 26423 | 11,040.00 | 2,812,816.29 | | | | |
| | | | | | 26917 | 10,200.00 | 2,823,016.29 | | | | |
| | **Brandes FY2017 PO# 69615 / FY2018 PO#71959** | | CO #3 Cable Tray | | 27079 | 5,978.14 | 2,828,994.43 | | | | |
| | | | CO #4 to Remove Sludge | | 27209 | 10,000.00 | 2,838,994.43 | | | | |
| | **CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534** | | *FY15 Year End PO Liquidation* | | | (79,836.05) | 2,759,158.38 | | | | |
| | | | FY16 PO Issue | FY2016 | 29212 | 79,836.05 | 2,838,994.43 | | | | |
| | | | | | 29249 | 32,800.00 | 2,871,794.43 | | | | |
| | | | *CO#1* | | 29329 | (5,000.00) | 2,866,794.43 | | | | |
| | | | *CO#2* | | 29212 | 4,151.50 | 2,870,945.93 | | | | |
| | | | *CO#3* | | 29905 | 5,327.32 | 2,876,273.25 | | | | |
| | | | *CO#4* | | 30046 | (5,327.32) | 2,870,945.93 | | | | |
| | | | *Jobear P.O. 68561* | | 30751 | 100,378.50 | 2,971,324.43 | | | | |
| | | | *FY16 Liquidated* | | 30751 | (83,785.50) | 2,887,538.93 | | | | |
| | **SISCO FY2016 PO# 68047** | | SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS | | 30111 | 5,085.16 | 2,892,624.09 | | | | |
| | | | *FY16 Year End PO Liquidation* | | | (34,482.06) | 2,858,142.03 | | | | |
| | | | *FY17PO#69615 Brandes* | FY2017 | 31932 | 33,812.06 | 2,891,954.09 | | | | |
| | | | *PO# 69522 CDM Smith* | | 31954 | 670.00 | 2,892,624.09 | | | | |
| | | | *PO# 69522 CDM Smith* | | 32776 | 13,250.00 | 2,905,874.09 | | | | |
| | | | | | | (33,812.06) | 2,872,062.03 | | | | |
| | | | | | | (13.25) | 2,872,048.78 | | | | |
| | | | *PO#71534: Reissue PO#69522 CDM Smith* | FY2018 | 34520 | 13.25 | 2,872,062.03 | | | | |
| | | | *CO#1 PO#69522 CDM Smith* | | 34650 | 36,340.00 | 2,908,402.03 | | | | |
| | | | *CO#2 CDM SMITH* | | 34520 | 86,975.40 | | | | | |
| | | | *PO#71959: Reissue PO#69615 Brandes Design-Build* | | 34988 | 33,812.06 | $ 2,942,214.09 | | | | |
| | | | *CO#1* | | 36547 | 11,430.00 | $ 2,953,644.09 | | | | |
| | **Maxwell Contracting, Inc. FY2015 PO#066365** | | Task Order 2015-12 to Maxwell Contracting, Inc. | | 27986 | 76,000.00 | $ 76,000.00 | | | | |
| | Emergency - compromise of existing expansion joint | | | | | this portion is complete; project is incomplete | | | | | |
| | | 341,480 | ^contingency balance--> for Brandes Design-Build | | | | | | | | |
| | | 10,000 | ^contingency balance--> for Maxwell Contracting | | | | | | | | |